

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 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 First Judicial District Courthouse at Gulfport, Mississippi, on the FIRST MONDAY OF MAY 2003, being **May 5, 2003**, 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, Marlin R. Ladner, President of said Board, presiding; Bobby Eleuterius, Larry Benefield, 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:

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Judge Robert Walker and District Attorney, Cono Caranna appeared before the Board to give a brief update on the Drug Court in the Second Circuit Court District as approved by the ordinance adopted by this Board in February 2003 and approved by Stone and Hancock counties. The ordinance conforms with Senate Bill 2605 of the 2003 Regular Session enacting Drug Court intervention component programs, effective July 1, 2003. He also reported that the Mississippi Department of Corrections will provide a Drug Court officer for the Second Circuit Court District whose salary will be paid by the State. The District Attorney's office is pursuing a federal grant to cover various costs of the Drug Court and requested the County to hire a counselor/case director through the Gulf Coast Mental Health Center.

After full discussion, supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER REQUESTING THE BOARD ATTORNEY TO PREPARE AN
INTERAGENCY AGREEMENT WITH THE GULF COAST MENTAL
HEALTH CENTER FOR EMPLOYMENT OF A COUNSELOR ASSIGNED
TO THE DRUG COURT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REQUEST the Board Attorney to prepare an interagency agreement with the Gulf Coast Mental Health Center for employment of a counselor assigned to the Drug Court.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor Larry Benefield moved to adopt the following resolution:

**RESOLUTION DECLARING THE WEEK OF
MAY 4-10, 2003 GOODWILL INDUSTRIES WEEK
IN HARRISON COUNTY, MISSISSIPPI**

WHEREAS, Goodwill Industries has worked on the Gulf Coast for twenty eight years providing training and job opportunities to assist people with disabilities and other Special needs; and

WHEREAS, "work" has been at the heart of Goodwill's mission of full Integration into society of people with disabilities; and

WHEREAS, we must see past the limitations of an individual to his or her talents, which is the mission of Goodwill Industries International and Goodwill Industries of South Mississippi, Inc.

WHEREAS, this endeavor is worthy of our support and cooperation.

NOW, THEREFORE, the Harrison County Board of Supervisors declares May 4-10, 2003 as **GOODWILL WEEK** and urge all citizens of Harrison County, Mississippi to join in this salute.

Supervisor William Martin seconded the motion to adopt the above and foregoing resolution whereupon the President put the

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

question to a vote with the following results:

Supervisor Bobby Eleuterius voted,	<u>AYE</u>
Supervisor Larry Benefield voted,	<u>AYE</u>
Supervisor Marlin Ladner voted,	<u>AYE</u>
Supervisor William Martin voted,	<u>AYE</u>
Supervisor Connie Rockco 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 this the 5th day of May, 2003.

* * *

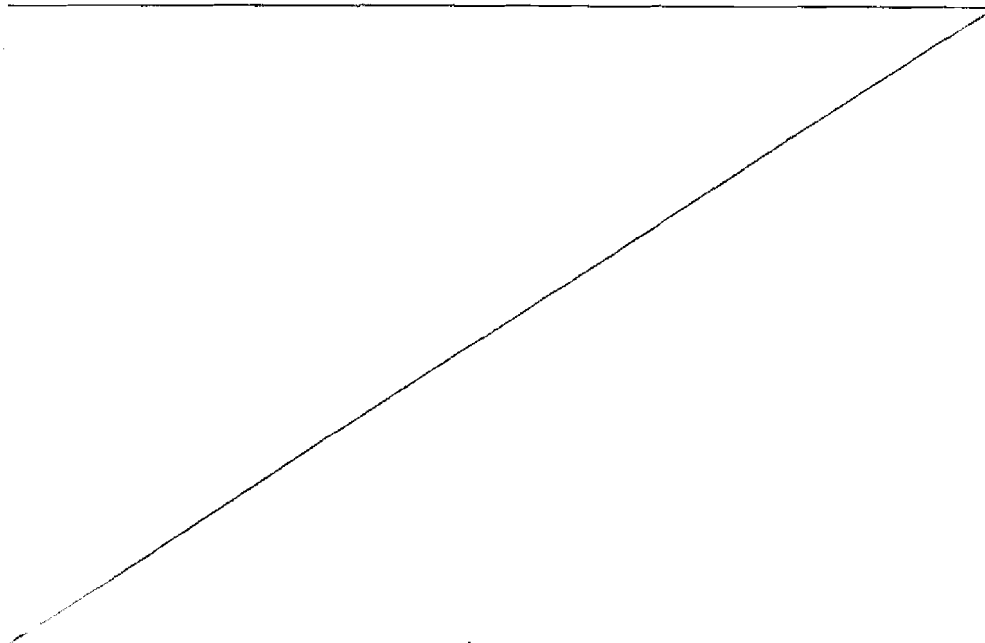
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

ORDER ACCEPTING THE BEST BID OF GEORGIA PACIFIC CORPORATION IN THE AMOUNT OF \$96,649.90 FOR CUTTING WOOD ON APPROXIMATELY 99 ACRES IN SECTIONS 23 AND 26, TOWNSHIP 6 SOUTH, RANGE 12 WEST, HARRISON COUNTY, MISSISSIPPI AS RECOMMENDED BY THE MISSISSIPPI FORESTRY COMMISSION, AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE CONTRACT, AND DIRECTING THAT THE FUNDS BE DEPOSITED IN THE COUNTY FARM RECLAMATION FUND

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

1. That this Board, at a meeting heretofore held on the 24th day of March 2003, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for timber sale on Sections 23 and 26, Township 6 South, Range 12 West in Harrison County, Mississippi.
2. That as directed in the aforesaid Order, said Advertisement 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 next immediately preceding the date of said Order directing publication of said Advertisement for Bids, 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 Advertisement for Bids was published on March 31, April 7 and April 14, 2003.
3. That publication of said notice has been made once each week for three consecutive weeks, the last of which was at least seven days prior to April 21, 2003, 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
MAY 2003 TERM**

PROOF OF PUBLICATION

ADVERTISEMENT 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 am, Monday, April 21, 2003, for the following:
TIMBER SALE ON SECTIONS 23 AND 26, TOWNSHIP 6 SOUTH, RANGE 12 WEST IN HARRISON COUNTY, MISSISSIPPI.
Specifications and bid proposal forms are on file in the Mississippi Forestry Commission office, 12226A Ashley Drive, Gulfport, MS 39503. Telephone number (228) 831-3358.
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, "BID FOR MS Forestry, Commission Timber Sale," to be opened on April 21, 2003.
Envelopes not so marked are submitted at the risk of the Bidder and the County assumes no responsibility for the premature opening of the 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 Chancery Clerk, P O Drawer CC, Gulfport, MS 39502. The County is not responsible for bids that are mailed after the designated opening time.
The Board of Supervisors representatives will meet at the time and in the place stated first above in this Notice and will then and there open, read, consider and take such action as the Board has instructed, for bids received in accordance with this Notice.
The Board reserves the right to reject any and all bids and to waive informalities.
By Order of the Harrison County Board of Supervisors, December 16, 2002
THIS the 24th day of March 2003.
JOHN McADAMS, CHANCERY CLERK
EX-OFFICIO CLERK FOR THE BOARD OF SUPERVISORS
(SEAL)
D92edv31.3mon 047421

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned, Notary Public of Harrison County, Mississippi, personally appeared Marshall Miles 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 3 times in the following numbers and on the following dates of such paper, viz:

Vol. 119 No., 176 dated 31 day of March, 20 03
Vol. 119 No., 183 dated 7 day of April, 20 03
Vol. 119 No., 190 dated 14 day of April, 20 03
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.

Marshall Miles
Clerk

Sworn to and subscribed before me this 14th day of April, A.D., 20 03

Dee Elaine Mills
Notary Public

My Commission Expires April 30, 2005

Printer's Fee	\$ <u>99.84</u>
Furnishing proof of publication	\$ <u>3.00</u>
TOTAL	\$ <u>102.84</u>

4. That on April 14, 2003 an order was entered designating the Purchase Clerk, and a representative from the Chancery Clerk's office as the Board's representatives to receive said bids on April 21, 2003.
5. That bids were received at the time and place and in the manner provided in said Advertisement for Bids. The following bids were received:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

BID FOR ADVERTISED TIMBER

Opened _____
By _____
In Presence of _____

Harrison County Board of Supervisors
P.O. Drawer CC
Gulfport, MS 39501
Attn: Henrietta or Myrna

Dear Sir:

In response to the notice of the timber sale, WE offer
I or We

\$ 96,449.90, as a lump sum bid for the estimated 333 MBF Doyle Scale of pine sawtimber, 131 standard cords of pine pulpwood, 44 MBF Doyle Scale of hardwood sawtimber and 793 standard cords of hardwood pulpwood, more or less designated for cutting on approximately 99 acres in Sections 23 & 26, Township 6 South, Range 12 West, Harrison County Mississippi.

If declared the successful bidder, WE agree
I or We

to execute a contract of sale or lease and to furnish a satisfactory bond in the amount of 10% of the stumpage price within 15 days from the receipt of notice of the acceptance bid. It is further agreed that if the contract of sale or lease is not executed and a bond is not furnished within 15 days, then in view of the difficulty of estimating the actual damages which will be sustained thereby, the bid deposit will be retained by the Harrison County Board of Supervisors as liquidated damages and not as a penalty.

Transmitted herewith is CASHIER'S CHECK
Money Order, Cashier's Check, Certified Check, or Bid Bond
in the sum of 5% of my bid payable to Harrison County Board of Supervisors as required by the sale.

Yours very truly,

Robert E. Heinz II
Signature of Bidder ROBERT E. HEINZ II

GEORGIA - PACIFIC CORP.
Full Address
Po Box 329

NEW AUGUSTA, MS 39462

Date APRIL 21, 2003

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

BID FOR ADVERTISED TIMBER

Opened _____
By _____
In Presence of _____

Harrison County Board of Supervisors
P.O. Drawer CC
Gulfport, MS 39501
Attn: Henrietta or Myrna

Dear Sir:

In response to the notice of the timber sale, We offer
I or We

\$ 71,000.⁰⁰, as a lump sum bid for the estimated 333 MBF Doyle Scale of pine sawtimber, 131 standard cords of pine pulpwood, 44 MBF Doyle Scale of hardwood sawtimber and 793 standard cords of hardwood pulpwood, more or less designated for cutting on approximately 99 acres in Sections 23 & 26, Township 6 South, Range 12 West, Harrison County Mississippi.

If declared the successful bidder, We agree
I or We

to execute a contract of sale or lease and to furnish a satisfactory bond in the amount of 10% of the stumpage price within 15 days from the receipt of notice of the acceptance bid. It is further agreed that if the contract of sale or lease is not executed and a bond is not furnished within 15 days, then in view of the difficulty of estimating the actual damages which will be sustained thereby, the bid deposit will be retained by the Harrison County Board of Supervisors as liquidated damages and not as a penalty.

Transmitted herewith is Cashiers Check
Money Order, Cashier's Check, Certified Check, or Bid Bond
in the sum of 5% of my bid payable to Harrison County Board of Supervisors as required by the sale.

Yours very truly,

Jim Heath
Signature of Bidder

Stimpson Forest Products LLC
Full Address

P.O. Box 1763

Mobile, AL. 36633

Date 4/12/03

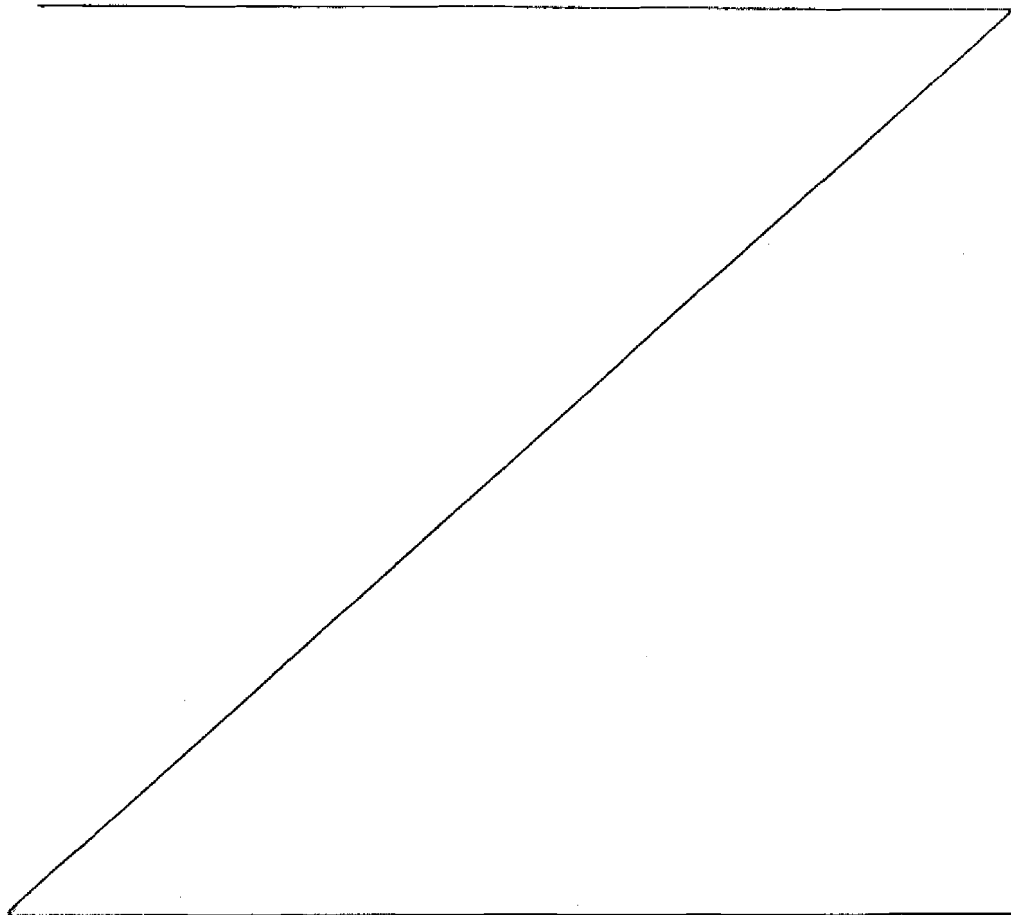
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

6. The Board does hereby find, upon the recommendation of the Mississippi Forestry Commission, that the bid of Georgia Pacific Corporation, in the total amount of NINETY-SIX THOUSAND SIX HUNDRED FORTY-NINE AND 90/100 DOLLARS (\$96,649.90), is the best bid meeting specifications and, therefore, the best received for cutting wood on approximately 99 acres in Sections 23 and 26, Township 6 South, Range 12 West, Harrison County, Mississippi, 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 bid of Georgia Pacific Corporation be, and the same is HEREBY ACCEPTED for cutting wood on approximately 99 acres in Sections 23 and 26, Township 6 South, Range 12 West, Harrison County, Mississippi, at and for a consideration of NINETY-SIX THOUSAND SIX HUNDRED FORTY-NINE AND 90/100 DOLLARS (\$96,649.90). It is further,

ORDERED that the Board does HEREBY AUTHORIZE the Board President to execute the contract, same being as follows:



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

HARRISON COUNTY BOARD OF SUPERVISORS
FOREST PRODUCTS SALE CONTRACT

Sections 23 & 26, Township 6 South, Range 12 West
Harrison County, Mississippi

This contract made and entered into on this day by and between the Harrison County Board of Supervisors, party of the first part, hereinafter called the Seller and Georgia Pacific Corporation of New Augusta, MS 39462 party of the Second Part, hereinafter called the Buyer, WITNESSETH:

Article I: For and in consideration of the sum of \$96,649.90 dollars, the Seller hereby agrees to sell and the Buyer agrees to buy all forest products designated for removal by the Seller on Sections 23 & 26, Township 6 South, Range 12 West, Harrison County Mississippi.

All of the forest products covered by this contract, described and estimated below, have been designated by the Seller in the following manner:

All timber to be sold is designated as all timber within the designated sale areas, located on approximately 99 acres in Sections 23 & 26, Township 6 South, Range 12 West, Harrison County, Mississippi. Sale boundaries are marked with white flagging around the property lines and pink timber harvest boundary flagging around the SMZs. (See attached map for the exact sale area.) The sale map is considered an integral part of this contract.

The volume of products designated is estimated by the Seller to contain the following more or less:

Pine Sawtimber	333 MBF Doyle Scale
Pine Pulpwood	131 Standard Cords
Hardwood Sawtimber	44 MBF Doyle Scale
Hardwood Pulpwood	793 Standard Cords

The Buyer represents that he has inspected the sale area and familiarized himself with the kind, amount, and quality of all products designated by the Seller and covered by this contract, and understands that the estimated volume figures are furnished for information only and are not guaranteed by the Seller.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

PART I - GENERAL TERMS

Article II: The Seller warrants that he has merchantable title to the products covered by this contract, and that same is free of all liens and encumbrances.

The Seller grants to the Buyer the right of ingress and egress over the lands of the Seller as may be necessary for removal of products specified by this contract; provided however, that no mechanized equipment not equipped with rubber treads shall be operated on or across any paved or blacktop surfaced roads on the property of the Seller without first laying planks on the road to prevent direct contact between the vehicle and the road. No logging will take place during wet weather.

Article III: The Buyer agrees to deposit with the Seller 10% of the total sale price (\$ 9,664.99) as a guarantee of faithful performance of each and every article of this contract in full. Upon written notice of completion of this contract by the Buyer, the Seller will return the deposit in full, less any money withheld as damages by the Seller.

This contract shall not be assigned in whole or in part without written consent of the Seller and in event of assignment, the terms of this contract shall apply.

Article IV: The Seller hereby designates the Mississippi Forestry Commission as its technical agent and gives said agent the responsibility of determining compliance with the terms of this contract. The Seller also gives its agent authority to stop all operations of this contract when it becomes obvious that the terms of this contract are violated.

The Buyer agrees to notify the County Forester, Mississippi Forestry Commission, Gulfport, Mississippi, not less than (7) days before beginning operations under terms of this contract.

Article V: The terms of this contract shall be for a period of 6 months from the date hereof, and during said period the Buyer may harvest and remove any and all products covered by this contract, and upon harvesting and removal, title shall vest in the Buyer. This contract may be extended for a period of 3 months by mutual consent of both parties provided the Buyer pays an additional three (3%) percent of the original purchase price. All severance taxes will be borne and paid by the Buyer.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Buyer and Seller take cognizance of the State Nongame and Endangered Species Act and the Federal Endangered Species Act, 16 U.S.C., Section 1531 *et seq.*, and the regulations appearing at 50 C.F.R. Section 17, which list endangered and threatened fish, wildlife, and plants, including but not limited to the gopher tortoise (*Gopherus Polyhemus*), the Red-Cockaded Woodpecker (*Picoides*), the Louisiana Black Bear, and such other species of fish, wildlife, and plants which may from time to time be listed as threatened or endangered. A survey has been conducted for State and Federally listed threatened and endangered species. No evidence was found to indicate the presence of any threatened or endangered species within the acreage covered by this agreement. Seller and Buyer agree that should the presence of any threatened or endangered species or evidence of habitation thereof be found on any of the acreage subject to this agreement, this agreement shall be terminated as to the affected acreage and the timber thereon (as is determined by Buyer in consultation with authorities or agencies) and Buyer shall be compensated or excused from payment as the case may be for the prorated portion of the purchase price which relates to the affected acreage. The above mentioned laws prohibit taking, possessing, transporting, exporting, processing, selling, offering to sell, or offering to ship endangered species. The act of taking is further defined as to harass, hunt, capture or kill or to attempt to harass, hunt, capture or kill. The penalties include a fine of not more than one thousand dollars (\$1,000.00) and/or imprisonment of not more than one (1) year for violation of the State Law and a fine up to one hundred thousand dollars (\$100,000.00) and/or imprisonment for up to one (1) year for violation under the Federal Law.

The gopher tortoise is a terrestrial animal which may construct two or more burrows which are used regularly. New burrows may be constructed after the original survey has been conducted. The Buyer will be held responsible for the protection of all gopher burrows found on the site according to the Mississippi Forestry Commission gopher tortoise protection guidelines. A copy of the Mississippi Forestry Commission's gopher tortoise protection guidelines is attached. This addendum is considered an integral portion of the contract.

The Buyer agrees to take all reasonable steps to prevent fire to the timber on above described lands and agrees that he will use all available men and equipment to suppress any fires originating on said lands while the Buyer's operations are in progress.

The Buyer further agrees to pay the Seller for any and all damage from fire to the timber or other property of the Seller originating through the negligent act or acts of the Buyer, his agents or employees and that he will further pay the Seller for any expenses incurred by the Seller in fighting or suppressing said fires.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

PART II - PERFORMANCE REQUIREMENTS

Article VI: Existing logging roads shall be utilized wherever practicable. Where new roads, skids trails or loading decks must be cleared their location must be approved in advance by the Seller or his agent. Any marked trees of desirable growing stock cut to clear new roads, skid trails or loading decks must be approved in advance by the Seller's agent and shall be paid for at one-half the rates for trees unnecessarily damaged. Skid trails or logging roads determined to be erodible by Seller's agent will be corrected at Buyer's expense and by Buyer or his agent following completion of logging. Corrective action will include but is not limited to blading of roads, planting of grass, construction of water bars and lead ditches. Corrective measures to be taken will be determined by seller's agent. All logging roads used regardless of pre-existing condition will be repaired by Buyer's to travelable condition by pick up truck following completion of logging.

Trees of desirable growing stock which are unnecessarily damaged in the course of the Buyer's operations will be marked for cutting by the Seller or his agent and shall be paid for at the following rates:

Pine Pulpwood	\$ 60.00 per Standard Cord
Hardwood Pulpwood	\$ 50.00 per Standard Cord
Pine Sawtimber	\$800.00 per MBF, Doyle Scale
Hardwood Sawtimber	\$400.00 per MBF, Doyle Scale

For purposes of this contract unnecessary damage to a desirable undesignated tree shall be considered as breakage of the main stem, uprooting or any abrasion which exposes wood on one quarter or more of the circumference of the main stem, which damage could have been avoided through the use of reasonable care.

Trees of desirable growing stock which are cut due to the Buyer's negligence or error shall be paid for at the rate specified for trees unnecessarily damaged.

Article VII: The Buyer shall be responsible for the removal of any tree or bush or portion thereof which is felled in any stream or on any public highway, road, ditch draining the roadway or felled in a way which obstructs the same in any manner whatever. All trees along any creek or branch will be felled away from the creek or branch. No damage is to occur to the banks of any stream or branch. No stream crossing will be made by filling in with logs or dirt.

Article VIII: When the Buyer has completed his operations as authorized by this contract he shall remove all equipment and other objects located on the property himself, his agents or employees. Roads and fences and skid trails damaged by cutting operation will be restored. This work must take place within 90 days after harvesting is completed.

Upon completion of all terms of this contract the Buyer shall notify the Seller or his agents who will make a final inspection of the sale area. The Seller will upon receipt of the final inspection refund the Buyer the full amount of his deposits, less any amount to be withheld as liquidated damages for unnecessary damage, cutting of desirable marked trees and for any and all other damage caused by the

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Buyer, his employees or his agents. If roads and erodible skid trails are not repaired within 90 days of logging, then this work will be done by the MFC and the cost deducted from the bond.

Article IX: If any of the conditions of these Articles are violated by the Buyer, the Seller may upon giving the Buyer notice in writing, suspend all operations engaged in by the Buyer under this contract until the conditions and requirements of this contract have been complied with and if the Buyer refuses to comply with each and every condition and requirement set forth in these articles and persists therein after notice in writing, then the Seller may terminate this contract.

Article X: The contractor shall specifically and distinctly assume all risk of damage and injury to persons or property resulting from any actions of operation under this contract.

Also the contractor, for himself and any subcontractor, shall effect and maintain at his own expense, insurance satisfactory to the Owner or his Agent in the minimum amounts as follows:

1. Contractor and subcontractors shall in all things, conform to the requirements of the Workman's Compensation Act of the Laws of the State of Mississippi and Quality thereunder as a condition precedent to the performance of this contract. He shall, as required by Owner so to do, submit satisfactory proof of qualification and conformity of himself and each subcontractor with said act.
2. Manufacturer's or Contractor's Public Liability Insurance in not less than \$100,000.00 and \$300,000.00 limits and Bodily Injury and Property Damage Insurance in not less than \$50,000.00 and \$100,000.00 limits.
3. Contractor's Protective Public Liability Insurance in not less than \$100,000.00 and \$300,000.00 limits and Bodily Injury and Property Damage Insurance in not less than \$50,000.00 and \$100,000.00 limits.

IN WITNESS WHEREOF, the above contract has been executed on the _____ day of _____ 20____, at _____, Mississippi.

Party of the Second Part

Party of the First Part

Witness

Witness

Witness

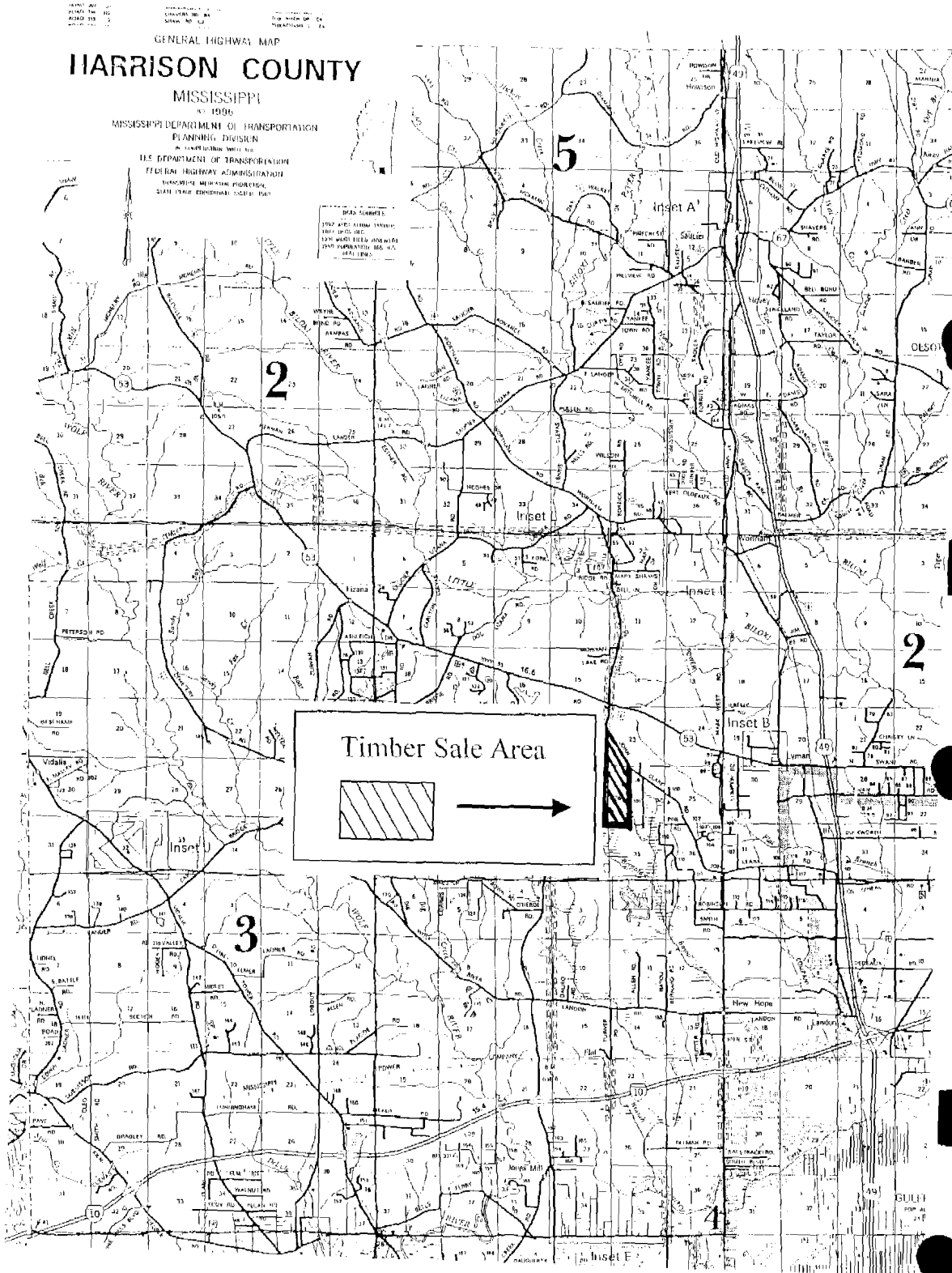
Witness

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Sale Summary
Section 26, Township 6 South, Range 12 West
Harrison County, Mississippi

1. Estimated volumes are 333 MBF Doyle Scale of pine sawtimber, 131 standard cords of pine pulpwood, 44 MBF Doyle Scale of hardwood sawtimber and 793 standard cords of hardwood pulpwood.
2. This is a sale of approximately 99 acres.
3. Contract is for 6 months with a provision for a 3 month extension.
4. All road and erosion control work must be completed within 90 days of completion of logging.
5. Best management practices must be followed while logging on this sale.
6. The Buyer and his logger must become familiar with the sale area and location of boundaries prior to logging.
7. Stream crossing will comply with BMP's. No stream will be "filled in" to make a crossing.

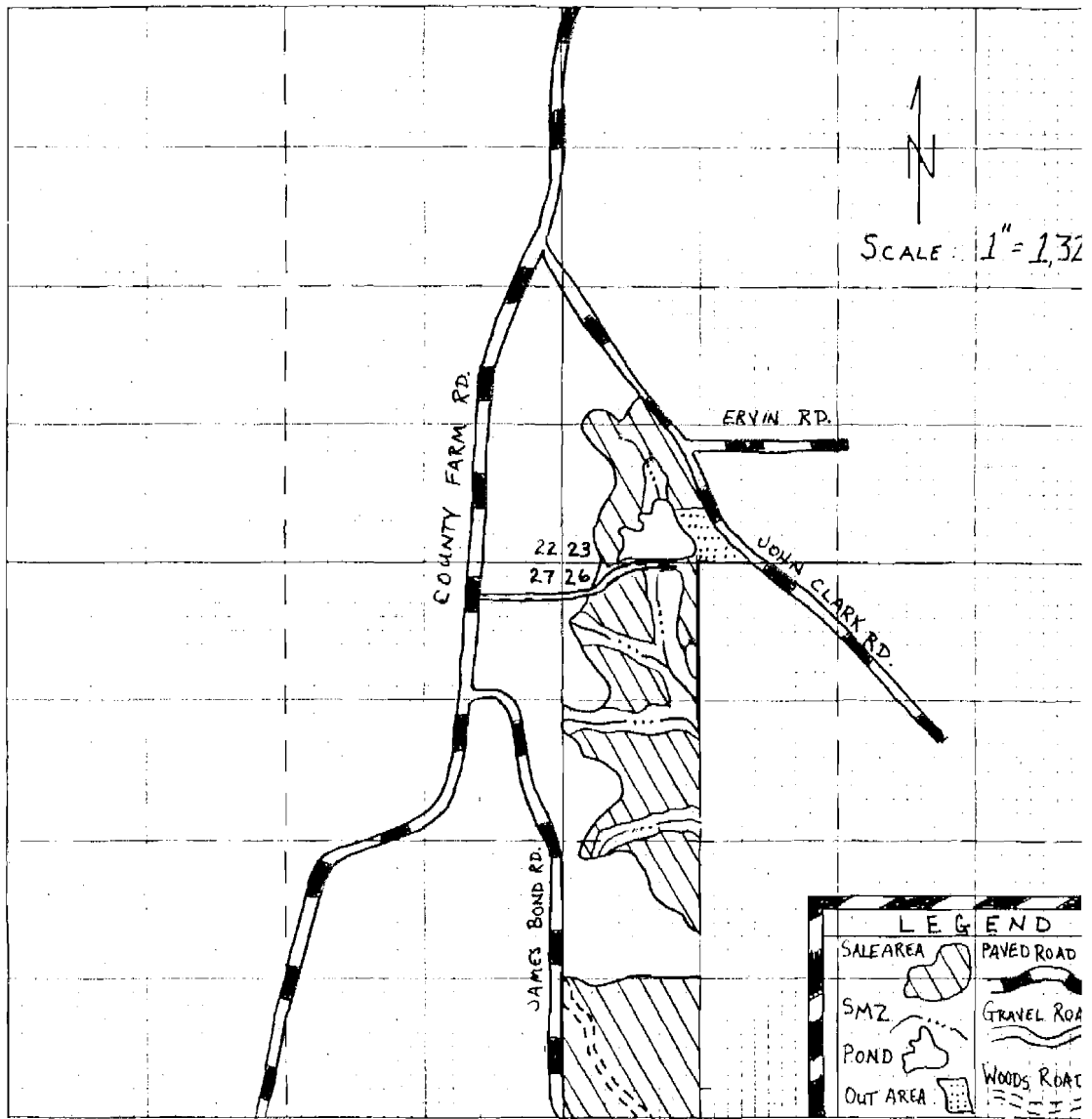
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

MISSISSIPPI FORESTRY COMMISSION

OWNER HARRISON County FARM ACRES 99
 ADDRESS _____ CASE NO. _____
 LOCATION Sec 23, 26 T. 06 S R. 12 W DATE 07-17-02
 COUNTY HARRISON FORESTER RANDY WILSON



47888F

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

It is further,

ORDERED that the Board does HEREBY DIRECT that the funds be deposited in the County Farm Reclamation fund.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

(SUPERVISOR CONNIE ROCKCO OUT ON VOTE)

Mrs. Tonda Yandell with the Coast Chamber Tourism Committee appeared before the Board to request their support for a project that would install sequentially numbered and color-coded signs at traffic lights along Highway 90 in Harrison County that would give directions to various points of interest on the Coast.

After a full discussion Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING A \$1,223.60 APPROPRIATION TO THE MISSISSIPPI GULF COAST CHAMBER OF COMMERCE FOR PURCHASE OF COLOR-CODED NUMBERED SIGNS FOR PLACEMENT ON TRAFFIC LIGHTS ALONG HIGHWAY 90, AND DIRECTING THE COUNTY ENGINEER'S OFFICE TO FILE FOR A PERMIT WITH MDOT FOR SAID PROJECT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE a \$1,223.60 appropriation to the Mississippi Gulf Coast Chamber of Commerce for purchase of color-coded numbered signs for placement on traffic lights along Highway 90. It is further,

ORDERED that the Board does HEREBY DIRECT the County Engineer's office to file for a permit with MDOT for said project.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

Leneal and Zelma Hill and Michael Magee appeared before the Board to discuss 6th Street right-of-way access. The Board recommended that all parties find an amicable solution.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

(SUPERVISOR ROCKCO OUT ON VOTE)

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF VARIOUS CHECKS
AND CASH TOTALING \$1,062.50 RECEIVED BY THE TAX
ASSESSOR AS FEES COLLECTED FOR COPIES OF MAPS
AND REAL PROPERTY DATA RELEASED 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 \$1,062.50 received by the Tax Assessor as fees collected for copies of maps and real property data released to be deposited in the Harrison County General Fund.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

MAY 2003 TERM

Page 2

13. LHMPT03 04/30/2003 09:50 Landfill Approval 2002
 Resolutions And Actions Taken By Board Of Supervisors and State Tax Commission
 Run Date: 04/11/2003 TIME 04/30/2003
 Report Sequence: PARCEL NUMBER

Parcel Number	Owner Name	Tax Dist	Land	Improvements	Total	Change	Est. App. Val.
001P-03-005-000	COMERS, ROBERT B & DORA L	31	3038	6479	7657	5437	00/00/0000
APIN: 030174	Filed By: T CHANGED TO-->		3034	4112			
Tax Year: 2003	Remarks: CLASS I						
001Z-01-071-000	BOUFFENB, SHARON	31	2500	20794	28271	-9430	00/00/0000
APIN: 030171	Filed By: T CHANGED TO-->		3000	18361	10841		
Tax Year: 2003	Remarks: CLASS I						
001C-02-014-000	CRAYER, CHANGE R MIRIAM	31	2250	19282	12482	-4151	00/00/0000
APIN: 043122	Filed By: T CHANGED TO-->		1500	3891	3341		
Tax Year: 2003	Remarks: CLASS I						
001G-02-004-001	MAKERS, ALICIA	31	2250	9309	11502	-3869	00/00/0000
APIN: 030170	Filed By: T CHANGED TO-->		1500	6240	7740		
Tax Year: 2003	Remarks: CLASS I						
001Q-03-029-000	LADNER, LETHA W	49	450	3279	3667	-2223	00/00/0000
APIN: 031258	Filed By: T CHANGED TO-->		300	4165	4446		
Tax Year: 2003	Remarks: CLASS I						
0002K-01-057-000	COFFINCIAL, VINCENT F JR	5M	1184	131	1315	-127	00/00/0000
APIN: 030179	Filed By: T CHANGED TO-->		790	80	873		
Tax Year: 2003	Remarks: CLASS I						
0002W-01-005-002	OPT-BILOXI REGIONAL GAR/B	490	3238		3238	-3738	00/00/0000
APIN: 015014	Filed By: T CHANGED TO-->						
Tax Year: 2003	Remarks: EXEMPT/AIRPORT AUTH						
0000P-02-001-000	INTERNATIONAL TOTAL SERV	26	452		452	-452	00/00/0000
APIN: 012801	Filed By: T CHANGED TO-->						
Tax Year: 2003	Remarks: EXEMPT/AIRPORT AUTH/LEASE CANCELLED W/INTERNATIONAL TOTAL SVC-LESSEE						
0010W-01-075-000	RUDEPT, OLLIE BROWN	49	1140	1230	2972	-943	00/00/0000
APIN: 005285	Filed By: T CHANGED TO-->		755	1230	1985		
Tax Year: 2003	Remarks: CLASS I						
0010K-01-123-000	ROX, TILAPAC & BROWN, ANN	49	400	3501	4201	-1400	00/00/0000
APIN: 005230	Filed By: T CHANGED TO-->		600	3891	2801		
Tax Year: 2003	Remarks: CLASS I						
0011F-02-006-000	JAY-JAY BUILDINGS LLC	26	53414	67400	120854	-64232	00/00/0000
APIN: 005045	Filed By: T CHANGED TO-->		53414	3248	56662		
Tax Year: 2003	Remarks: ERROR IN CLASS/CONDITION						
0011F-03-009-000	JAY-JAY BUILDINGS LLC	26	9470	4538	13238	-6153	00/00/0000
APIN: 003100	Filed By: T CHANGED TO-->		9470	400	10073		
Tax Year: 2003	Remarks: EXEMPT IN CLASS/CONDITION						

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

MAY 2003 TERM

Parcel Number	Owner Name	Tax Dist	Assessed Land	Assessed Improv	Total	Change	BOS Approval
0810L-02-037-000 PIN: 030645 Tax Year: 2003	JAY JAY HOLDINGS LLC Filed By: T CHANGED TO--> Remarks: DELETE	20	8120	410	8570	-450	00/00/0000
0810L-02-007-011 PIN: 118442 Tax Year: 2003	RENNICK, STEPHEN M & Filed By: T CHANGED TO--> Remarks: DELETE (MP-NOT COMPLETE I-1-2002)	20	5800	34804	41194	-81744	00/00/0000
0810L-02-004-000 PIN: 031441 Tax Year: 2003	OPT-BILOXI REGIONAL AIRPO Filed By: T CHANGED TO--> Remarks: EXEMPT/AIRPORT AUTH	20	2756	4280	7006	-7006	00/00/0000
0810L-02-028-000 PIN: 007639 Tax Year: 2003	BORINGER, LARITTE & PYLE, Filed By: T CHANGED TO--> Remarks: CLOSED I	20	5000	14107	20107	-8729	00/00/0000
0810L-02-015-000 PIN: 028710 Tax Year: 2003	WALTERS, PEGGY A & VARELI Filed By: T CHANGED TO--> Remarks: CLASS I	20	4800	3550	8070	-2697	00/00/0000
0810L-02-033-000 PIN: 040015 Tax Year: 2003	OPT-BILOXI REGIONAL AIRPO Filed By: T CHANGED TO--> Remarks: EXEMPT/AIRPORT AUTH	40	3720		3528	-3528	00/00/0000
0810L-02-025-000 PIN: 030010 Tax Year: 2003	OPT-BILOXI REGIONAL AIRPO Filed By: T CHANGED TO--> Remarks: EXEMPT/AIRPORT AUTH	40	735		735	-715	00/00/0000
0810L-02-037-000 PIN: 030011 Tax Year: 2003	OPT-BILOXI REGIONAL AIRPO Filed By: T CHANGED TO--> Remarks: EXEMPT/AIRPORT AUTH	40	3060		3060	-3360	00/00/0000
0810L-02-039-000 PIN: 030009 Tax Year: 2003	OPT-BILOXI REGIONAL AIRPO Filed By: T CHANGED TO--> Remarks: EXEMPT/AIRPORT AUTH	40	15		15	-15	00/00/0000
0810L-02-042-000 PIN: 030006 Tax Year: 2003	OPT-BILOXI REGIONAL AIRPO Filed By: T CHANGED TO--> Remarks: EXEMPT/AIRPORT AUTH	40	701		701	-731	00/00/0000
0810L-02-049-000 PIN: 030004 Tax Year: 2003	OPT-BILOXI REGIONAL AIRPO Filed By: T CHANGED TO--> Remarks: EXEMPT/AIRPORT AUTH	40	75		75	-75	00/00/0000
0810L-02-054-000 PIN: 009599 Tax Year: 2003	OPT-BILOXI REGIONAL AIRPO Filed By: T CHANGED TO--> Remarks: EXEMPT/AIRPORT AUTH	40	225		225	-225	00/00/0000

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

INDEX	PROPERTY TYPE	PARCEL NUMBER	OWNER NAME	TAX DIST	CLASS	LAND IMPROVE	TOTAL	CHANGE	BIG APPROVAL
1	0310M-01-026-000	026000	OPT-BUILDING REGIONAL AIRPO	48	34		16	-38	00/00/0000
1	0310M-01-026-000	026000	OPT-BUILDING REGIONAL AIRPO	48	450		410	-450	00/00/0000
1	0310M-01-026-000	026000	OPT-BUILDING REGIONAL AIRPO	48	338		338	-338	00/00/0000
1	0310M-01-026-000	026000	OPT-BUILDING REGIONAL AIRPO	48	735		735	-735	00/00/0000
1	0310M-01-026-000	026000	OPT-BUILDING REGIONAL AIRPO	48	338		338	-338	00/00/0000
1	0310M-01-026-000	026000	OPT-BUILDING REGIONAL AIRPO	48	375		375	-375	00/00/0000
1	0310M-01-026-000	026000	OPT-BUILDING REGIONAL AIRPO	48	1175		1175	-1175	00/00/0000
1	0310M-02-072-000	072000	CARTER, ELWOOD K	48	1549		1549	-1549	00/00/0000
1	0310M-02-069-005	069005	VAUGHN, VIRGIN -L/E-	48	5712		5712	-5712	00/00/0000
1	1007B-01-030-000	030000	BANCS, KENNETH L	380	4447		4447	-4447	00/00/0000
1	1007B-01-030-000	030000	BANCS, KENNETH L	380	4325		4325	-4325	00/00/0000
1	1007B-01-030-000	030000	BANCS, KENNETH L	380	900		900	-900	00/00/0000
1	1007B-01-030-000	030000	BANCS, KENNETH L	380	600		600	-600	00/00/0000
1	1007B-01-030-000	030000	BANCS, KENNETH L	380	1200		1200	-1200	00/00/0000
1	1007B-01-030-000	030000	BANCS, KENNETH L	380	7441		7441	-7441	00/00/0000
1	1007B-01-030-000	030000	BANCS, KENNETH L	380	6274		6274	-6274	00/00/0000

PROPERTY TYPE: R-RCAL
 REPORT APPLICABLE PARCEL NUMBER

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

MAY 2003 TERM

15: LERRA733 (01/02/2003 09:50) Lerranell Appraisal 2003
 Exhibitions And Actions Taken by Board Of Supervisors and State Tax Commission
 Run Date: 04/11/2003 TIME: 04/30/2003
 Report Sequence: PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	Tax Dist	Land Improve	Total	Change	BOC Approval
3409-01-094.000	SUNDAY SILENCE CHARTERS I	200	1500	1200	-400	00/00/0000
PPIN: 053003	Filed By: T CHANGED TO-->		300	800		
Tax Year: 2003	Remarks: CLASS/NAME CORRECTION TO SKINNER, ROY AND -175-					
3604-02-010.057	WU, LINH VAN & DANG THI	26	7000	7500	-5500	00/00/0000
PPIN: 012807	Filed By: T CHANGED TO-->		5000	5000		
Tax Year: 2003	Remarks: CLASS I					
1010L-03-094.000	SOLE, FREDERICK R JR ETAL	46	1000	11477	-9992	00/00/0000
PPIN: 004117	Filed By: T CHANGED TO-->		1200	7785		
Tax Year: 2003	Remarks: Class I					
11003-01-014.000	WELLS, JERRY J, JANICE	5A	4426	40653	-24257	00/00/0000
PPIN: 035623	Filed By: T CHANGED TO-->		4426	5473		
Tax Year: 2003	Remarks: DELETED IMPROVMT COMPLETE 1-1-2000					
11004-01-005.000	ST JUDE CHILDRENS HOSPITAL	5R	0300	1800	-1800	00/00/0000
PPIN: 035707	Filed By: T CHANGED TO-->					
Tax Year: 2003	Remarks: EXEMPT/BELONGS TO ST JUDE CHILDRENS HOSPITAL					
11024-01-020.000	COLONIAL PARK LLC	5R	2925	20095	-51099	00/00/0000
PPIN: 075003	Filed By: T CHANGED TO-->		2925	179759		
Tax Year: 2003	Remarks: ERROR IN BLDG CALCULATION					
1210W-03-103.000	WEST, RALPH C	5R	10357	33758	-7103	00/00/0000
PPIN: 003008	Filed By: T CHANGED TO-->		10352	25655		
Tax Year: 2003	Remarks: ERROR IN CONDITION					
1200N-01-021.000	MOREHEAD, JERRY	5M	7437	7437	-4477	00/00/0000
PPIN: 015473	Filed By: T CHANGED TO-->		7750	2940		
Tax Year: 2003	Remarks: ERROR IN LAND CALCULATION					
1402K-01-049.000	MANKEL, JERRY	11W	1325	5070	-1554	00/00/0000
PPIN: 018022	Filed By: T CHANGED TO-->		1325	3516		
Tax Year: 2003	Remarks: ERROR IN CLASS/CONDITION					
1410E-06-010.000	HUBBARD, LORI JEANLE AL	1R	6754	15109	-5036	00/00/0000
PPIN: 006702	Filed By: T CHANGED TO-->		1556	10073		
Tax Year: 2003	Remarks: CLASS I					
1410K-01-007.000	KEMP, JOHN HARL	1R	1930	7445	-3148	00/00/0000
PPIN: 005644	Filed By: T CHANGED TO-->		1200	5297		
Tax Year: 2003	Remarks: CLASS I					
GRAND PROPERTY TOTAL			3150	197		
GRAND REAL TOTALS			-29028	-270018		
			3150	197		
			-37028	-270018		
GRAND PERSONAL TOTALS			TOTAL INCREASE			
			TOTAL DECREASE			
			TOTAL INCREASE			
			TOTAL DECREASE			

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING PAY APPLICATION NO. 1 TO WILLIAMS
PAVING COMPANY LLC. IN THE AMOUNT OF \$88,641.00
FOR WORK COMPLETED TO DATE ON THE OLD WOOLMARKET
ROAD WIDENING & IMPROVEMENT PROJECT, PHASE I, AS
RECOMMENDED BY ED OTT, ASSISTANT COUNTY ENGINEER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE Pay Application No. 1 to Williams Paving Company LLC. in the amount of \$88,641.00 for work completed to date on the Old Woolmarket Road Widening & Improvement Project, Phase I, as recommended by Ed Ott, Assistant County Engineer.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Buster Lane
(ROAD NAME)
Pat A. & Brenda Everett
(GRANTORS)

ROADWAY EASEMENT

For and in consideration of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, we, the undersigned, do hereby sell, grant and give unto

HARRISON COUNTY, MISSISSIPPI

a Right-of-Way and perpetual easement for Roadway purposes, on and over the following described land and property situated and being in the First Judicial District of Harrison County, Mississippi, to-wit:

That certain lot or tract of land situated in the NE 1/4 of the NE 1/4 of Section 25, Township 6 South, Range 10 West, described as commencing with the intersection of the East line of Krohn Road and the South line of the NE 1/4 of the NE 1/4 of said Section 25, running thence East along the South line of the NE 1/4 of the NE 1/4 of said Section 25 a distance of 1147 feet to the Southeast corner of the NE 1/4 of the NE 1/4 of said Section 25, thence in a Northerly direction along the East line of the NE 1/4 of the NE 1/4 of said Section 25 a distance of 370.7 feet, thence West along a line parallel with the South line of the NE 1/4 of the NE 1/4 of said Section 25 a distance of 1193 feet to the East line or margin of Krohn Road, and thence South 7° East 371 feet to the point of beginning.

As recorded at Deed Book 522, Page 350 in the Records of the Chancery Clerk, Harrison County, MS, Second Judicial District

Said easement being described as:

The North 15.0' feet of the West 369.5' feet of the above described parcel & the East 25.0' feet of the North 256.0' feet of the above described parcel. Also, the portion of a cul-de-sac whose center lies 277.19' feet South of and 10.0' feet West of the Northeast corner of the West 369.5' feet of the above described parcel; said cul-de-sac has a radius of 30.0' feet and central angle of 220° 57' 38".

Should the aforesaid Right-of-Way and easement be abandoned at any time in the future, the easement herein granted shall automatically cease and terminate.

WITNESS, my signature, this the 8 day of April, A.D., 2003

Pat A. Everett
OWNER
Brenda Everett
OWNER

INDEXING INSTRUCTIONS:
EASEMENT IN THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 10 WEST, SECOND JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM


STATE OF MISSISSIPPI
 COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public the within named
Pat + Brenda Everett who acknowledged that they signed
 (OWNERS)
 and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal, this 8th day of April, A D., 2003.

My Commission Expires:

JUDITH DARLENE JERMYN, NOTARY PUBLIC
HARRISON COUNTY, STATE OF MISSISSIPPI
MY COMMISSION EXPIRES: SEP 14, 2004


 Notary Public

GRANTORS: PAT A. & BRENDA EVERETT
 14488 BIG JOHN ROAD
 BILOXI, MS 39532
 PHONE # (228) 392-1112

GRANTEE HARRISON COUNTY BOARD OF SUPERVISORS
 P.O. DRAWER "CC"
 GULFPORT, MS 39502
 PHONE #(228) 865-4201

PREPARED BY: HARRISON COUNTY ENGINEERING DEPT.
 15309-C COMMUNITY ROAD
 GULFPORT, MS 39503
 PHONE #(228) 832-4891

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Buster Lane
(ROAD NAME)
Bernadette Everett
(GRANTORS)

ROADWAY EASEMENT

For and in consideration of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, we, the undersigned, do hereby sell, grant and give unto

HARRISON COUNTY, MISSISSIPPI

a Right-of-Way and perpetual easement for Roadway purposes, on and over the following described land and property situated and being in the First Judicial District of Harrison County, Mississippi, to-wit:

That certain lot or parcel of land situated in the NE 1/4 of the NE 1/4 of Section 25, Township 6 South, Range 10 West in Harrison County, Mississippi, described as commencing on the East line of the NE 1/4 of the NE 1/4 of said Section 25 at a point 370.7 feet North of the Southeast corner of the NE 1/4 of the NE 1/4 of said Section 25, running thence North along the said East line of the NE 1/4 of the NE 1/4 of said Section 25 a distance of 619.3 feet, thence West along the line parallel with the South line of the NE 1/4 of the NE 1/4 of said Section 25 a distance of 1275 feet to the East line of Krohn Road, thence South 7° East along the East line of the Krohn Road a distance of 625 feet to the Northwest corner of the property this day sold by Frank Jerry Lawrence and wife, Catherine B. Lawrence to Pat A. Everett and wife, Brenda Everett, and thence East along a line parallel with the South line of said NE 1/4 of the NE 1/4 of said Section 25 and 370.7 feet North thereof, a distance of 1193 feet to the point of beginning.

Said easement being described as:

The South 15.0' feet of the West 375.0' feet of the above described parcel, less and except that portion to David & Robin Carey per Deed Book 230, Page 379, of the Records of the Chancery Clerk, Harrison County, MS, Second Judicial District.

Should the aforesaid Right-of-Way and easement be abandoned at any time in the future, the easement herein granted shall automatically cease and terminate.

WITNESS, my signature, this the 25th day of March, A.D., 2003.

Bernadette Everett
OWNER

OWNER

INDEXING INSTRUCTIONS:
EASEMENT IN THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 10 WEST, SECOND JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

Buster Lane
 (ROAD NAME)
David A. & Robin M. Carey
 (GRANTORS)

ROADWAY EASEMENT

For and in consideration of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, we, the undersigned, do hereby sell, grant and give unto

HARRISON COUNTY, MISSISSIPPI

a Right-of-Way and perpetual easement for Roadway purposes, on and over the following described land and property situated and being in the First Judicial District of Harrison County, Mississippi, to-wit:

Commencing at the SW corner of the NE ¼ of the NE ¼ of Section 25, Township 6 South, Range 10 West, Harrison County, MS; thence run N 88o 53' E 190.0 feet to an iron pipe at an old fence corner on the East margin of Krohn Fish Pond Road (Big John Road); thence along said margin N 7o 8' W 371.28 feet to the centerline of a 20 foot road easement, thence along said centerline S 88o 41'30"E 339.98 feet, thence N 7o 23'30" W 10.12 feet to the POINT OF BEGINNING, being on the North margin of said road easement; thence N 7o23'30" W 193.6 feet; thence S 88o 41'30" E 255 feet, thence S 7o23'30" E 193.6 feet to said North margin, thence along said margin N 88o 23'30" E 193.6 to the Point of Beginning, containing 1.00 acre.

Said easement being described as:

The South 5.0' feet of the West 38.0' feet of the above described parcel.

Should the aforesaid Right-of-Way and easement be abandoned at any time in the future, the easement herein granted shall automatically cease and terminate.

WITNESS, my signature, this the 25th day of March, A.D., 2003.

David A. Carey
 OWNER
Robin M. Carey
 OWNER

INDEXING INSTRUCTIONS:
EASEMENT IN THE NE ¼ OF THE NE ¼ OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 10 WEST, SECOND JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public the within named
David + Robin Carey who acknowledged that they signed
 (OWNERS)
 and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal, this 25th day of March, A D, 2003

My Commission Expires:

JUDITH D. GARNETT, Notary Public
HARRISON COUNTY, STATE OF MISSISSIPPI
MY COMMISSION EXPIRES: SEP 14, 2004

Judith D. Garnett
 Notary Public

GRANTORS: DAVID A. & ROBIN M. CAREY
 14516 BIG JOHN ROAD
 BILOXI, MS 39532

GRANTEE: HARRISON COUNTY BOARD OF SUPERVISORS
 P.O. DRAWER "CC"
 GULFPORT, MS 39502

PREPARED BY: HARRISON COUNTY ENGINEERING DEPT.
 15309-C COMMUNITY ROAD
 GULFPORT, MS 39503

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

Buster Lane
 (ROAD NAME)
Pat A. Everett, Jr.
 (GRANTORS)

ROADWAY EASEMENT

For and in consideration of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, we, the undersigned, do hereby sell, grant and give unto

HARRISON COUNTY, MISSISSIPPI

a Right-of-Way and perpetual easement for Roadway purposes, on and over the following described land and property situated and being in the First Judicial District of Harrison County, Mississippi, to-wit:

Commencing at an iron rod set at the Southeast corner of the Northeast Quarter of the Section 25, Township 6 South, Range 10 West, Harrison County, Mississippi; running thence North 89° 07' 37" West a distance of 777.76 feet to a 1/2" iron rod set, running thence North 07° 08' 15" West a distance of 239.41 feet to a 1/2" iron rod set at the point of beginning; running thence North 07° 08' 15" West a distance of 119.0 feet to a 1/2" iron rod set on the South margin of a 20' private ingress and egress easement; running thence along said margin South 88° 41' 45" East a distance of 370.04 feet to a 1/2" iron rod set, running thence South 07° 08' 15" East a distance of 119.00 feet to a 1/2" iron rod set, running thence North 88° 41' 45" West a distance of 370.04 feet to the point of beginning. Said property containing 1.00 acre, more or less.

Said easement being described as:

The West 5.0' feet of the above described parcel.

Should the aforesaid Right-of-Way and easement be abandoned at any time in the future, the easement herein granted shall automatically cease and terminate.

WITNESS, my signature, this the 25th day of March, A.D., 2003.

Pat A. Everett, Jr.
 OWNER

 OWNER

INDEXING INSTRUCTIONS:

EASEMENT IN THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 10 WEST, SECOND JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public the within named
Pat Everett, Jr. who acknowledged that he signed
(OWNERS)

and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal, this 25th day of March, A.D., 2003.

My Commission Expires:

HARRISON COUNTY, STATE OF MISSISSIPPI
MY COMMISSION EXPIRES: SEP 14, 2004

JUDITH DARLENE JERMYN, NOTARY PUBLIC
HARRISON COUNTY, STATE OF MISSISSIPPI
MY COMMISSION EXPIRES: SEP 14, 2004

Judith Darlene Jermy
Notary Public

GRANTORS: PAT A EVERETT, JR
14498 BIG JOHN ROAD
BILOXI, MS 39532

GRANTEE: HARRISON COUNTY BOARD OF SUPERVISORS
P.O. DRAWER "CC"
GULFPORT, MS 39502

PREPARED BY: HARRISON COUNTY ENGINEERING DEPT.
15309-C COMMUNITY ROAD
GULFPORT, MS 39503

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

Buster Lane
 (ROAD NAME)
Michael R. Jr. & Melissa L. Cox
 (GRANTORS)

ROADWAY EASEMENT

For and in consideration of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, we, the undersigned, do hereby sell, grant and give unto

HARRISON COUNTY, MISSISSIPPI

a Right-of-Way and perpetual easement for Roadway purposes, on and over the following described land and property situated and being in the First Judicial District of Harrison County, Mississippi, to-wit:

Commencing at an iron rod set at the Southeast corner of the Northeast Quarter of Section 25, Township 6 South, Range 10 West, Harrison County, Mississippi, running thence North 89° 07' 37" West a distance of 777.76 feet to a ½" iron rod set; running thence North 07° 08' 15" West a distance of 120.41 feet to a ½" iron rod set at the point of beginning; running thence North 07° 08' 15" West a distance of 119.0 feet to ½" iron rod set; running thence South 88° 41' 45" East a distance of 370.04 feet to a ½" iron rod set; running thence South 07° 08' 15" East a distance of 119.00 feet to a ½" iron rod set; running thence North 88° 41' 45" West a distance of 370.04 feet to the point of beginning. Said property being subject to a 20' easement across parcel "B" to the private easement as shown on plat of Lugene P. Stenum, R.L.S., dated May 23, 1988. Said property containing 1.00 acre, more or less.

Said easement being described as:

The West 5.0' feet of the above described parcel.

Should the aforesaid Right-of-Way and easement be abandoned at any time in the future, the easement herein granted shall automatically cease and terminate.

WITNESS, my signature, this the 7th day of April, A.D., 2003

Michael R. Jr.
 OWNER

Melissa L. Cox
 OWNER

INDEXING INSTRUCTIONS:

EASEMENT IN THE NE ¼ OF THE NE ¼ OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 10 WEST, SECOND JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

STATE OF MISSISSIPPI
 COUNTY OF HARRISON


Personally appeared before me, the undersigned Notary Public the within named
Michael R. Jr. & Melissa L. Cox who acknowledged that he signed
 (OWNERS)

and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal, this 7th day of April, A.D., 2003.

My Commission Expires.

MISSISSIPPI STATEWIDE NOTARY PUBLIC
 MY COMMISSION EXPIRES AUGUST 21, 2004
 BONDED THRU STEGALL NOTARY SERVICE


 Notary Public

GRANTORS: MICHAEL R. JR. & MELISSA L. COX
 14490 BIG JOHN ROAD
 D'HERVILLE, MS 39548 Tel. # (662) 392-8204
 39532

GRANTEE: HARRISON COUNTY BOARD OF SUPERVISORS
 P. O. DRAWER "CC"
 GULFPORT, MS 39502 Tel. # (228) 865-4201

PREPARED BY: HARRISON COUNTY ENGINEERING DEPT.
 15309-C COMMUNITY ROAD
 GULFPORT, MS 39503 TEL. # (228) 852-4871

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

COUNTY OF HARRISON

James & Rhonda Creech
 (GRANTORS)

ROADWAY EASEMENT

For and in consideration of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, we, the undersigned, do hereby sell, grant and give unto

HARRISON COUNTY, MISSISSIPPI

a Right-of-Way and perpetual easement for Roadway purposes, on and over the following described land and property situated and being in the First Judicial District of Harrison County, Mississippi, to-wit:

Commencing at an iron rod set at the Southeast corner of the Northeast Quarter of Section 25, Township 6 South, Range 10 West, Harrison County, Mississippi; running thence North 89° 07' 37" West a distance of 408.12 feet to a ½" iron rod set at the Point of Beginning; thence run N 89° 07' 37" W a distance of 369.64 feet to ½" iron rod set; running thence N 07° 08' 15" W a distance of 120.14 feet to a ½" iron rod set; running thence South 88° 41' 45" East a distance of 370.04 feet to a ½" iron rod set; running thence S 07° 08' 15" E a distance of 117.60 feet to the Point of Beginning. Said property having access to a 20' easement as shown on plat of Lugene P. Stenum, R.L.S., dated May 23, 1988. Said property containing 1.00 acre, more or less.

Said easement being described as:

The portion of a cul-de-sac whose center lies 30.0 feet South and 10.0 West of the above described parcels Northwest corner, having a radius of 30.0 feet and a central angle of 139° 02' 22".

Should the aforesaid Right-of-Way and easement be abandoned at any time in the future, the easement herein granted shall automatically cease and terminate.

WITNESS, my signature, this the 8 day of April, A.D., 20 03.

James Creech
 OWNER

Rhonda K. Creech
 OWNER

INDEXING INSTRUCTIONS:

EASEMENT IN THE NE ¼ OF THE NE ¼ OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 10 WEST, SECOND JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

After due consideration and discussion, and upon the recommendation of Ed Ott,

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

**ORDER ACKNOWLEDGING RECEIPT OF FREEHOLDERS' PETITION
FOR BUSTER LANE LOCATED IN SUPERVISOR'S VOTING DISTRICT 1,
SECTION 25, TOWNSHIP 6 SOUTH, RANGE 10 WEST, ACCEPTING
SAID ROAD FOR MAINTENANCE, AND ACCEPTING EASEMENT FOR
SAID ROAD AT NO COST TO THE COUNTY, AS RECOMMENDED BY
ED OTT, ASSISTANT COUNTY ENGINEER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of freeholders' petition for Buster Lane located in Supervisor's Voting District 1, Section 25, Township 6 South, Range 10 West, Harrison County, Mississippi. It is further,

ORDERED that the Board does HEREBY ACCEPT easements from landowners, as set out heretofore, at NO cost to the county, and HEREBY ACCEPTS maintenance for said road, upon the recommendation of Ed Ott, Assistant County Engineer.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

(SUPERVISOR BENEFIELD OUT ON VOTE)
ORDINANCE NO. 0304HC047

Supervisor Bobby Eleuterius moved the adoption of the following order:

AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED AS AN E-1 (VERY LOW DENSITY RESIDENTIAL) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO 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 Jones Lane, east of Hwy 49 and south of Hwy 67, should be rezoned for the purpose of placing a manufactured home. The ad valorem tax parcel number of the subject property is . The case file number is 0304HC047.

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 Residential) District.**

DESCRIPTION:

4.8 AC LOT 23 SAUCIER EAST OLD HWY 49 ACRES SUBD PHASE 2 SEC 7-5-11

The ad valorem Tax Parcel Number is 07021-01-032.000
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.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

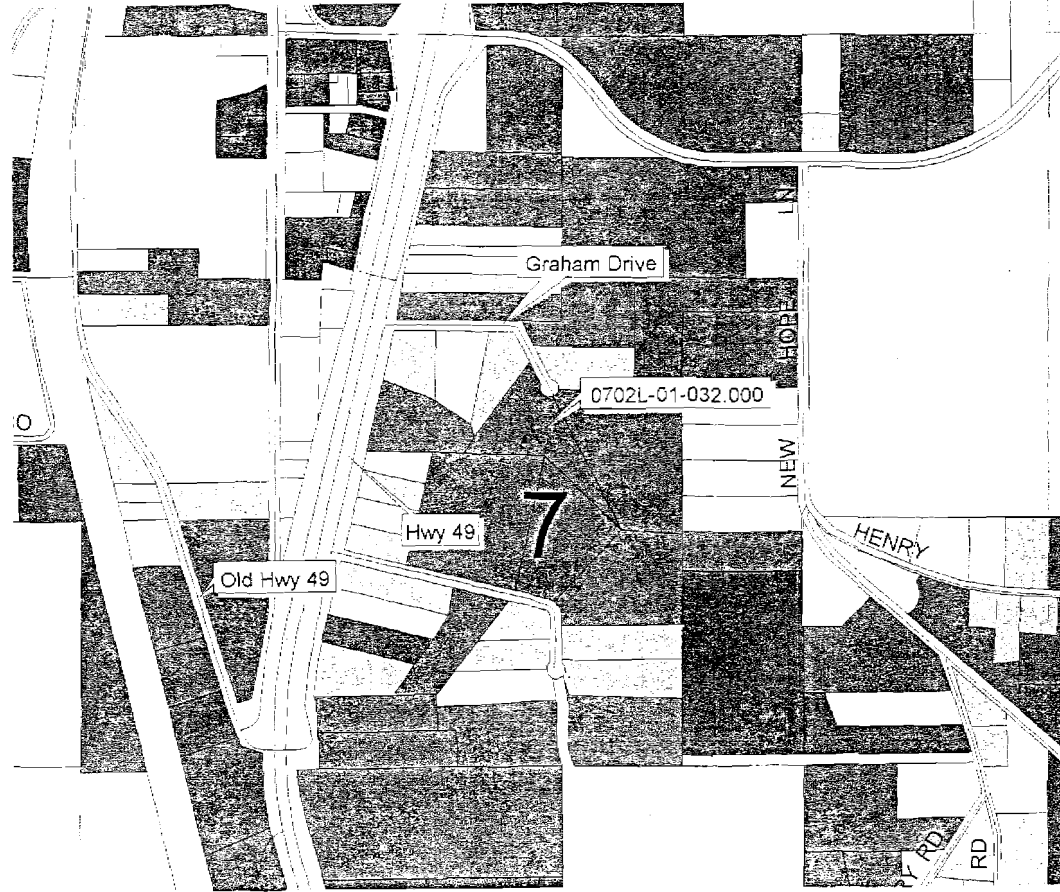
Supervisor Connie Rockco seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS	<u>AYE</u> _____,
Supervisor LARRY BENEFIELD	<u>(OUT ON VOTE)</u>
Supervisor MARLIN LADNER	<u>AYE</u> _____,
Supervisor WILLIAM MARTIN	<u>AYE</u> _____,
Supervisor CONNIE ROCKCO	<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 5th day of May, 2003.

00304HC047

Zoning Map Amendment & Conditional Use Permit



- Special Overlay Districts
- Airport District
 - Waterfront District
 - Recreational District
- Zoning apr 10 2003.shp
- 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
 - MPC Master Planned Community



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ORDINANCE NO. 0304HC048

Supervisor Bobby Eleuterius moved the adoption of the following order:

AN ORDER CONCURING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED A-1 (GENERAL AGRICULTURE) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO 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 Hwy 67 and south of Blackwell Farm Road, should be rezoned for the purpose of building a house. The subject property is a portion of ad valorem tax parcel number 1105-04-001.000. The case file number is 0304HC048.

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 A-1 (General Agriculture) District to that of an R-1 (Low Density Residential) District.**

DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ¼ OF AND IN THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON AT THE POINT OF THE WEST MARGIN OF SOUTH CARR BRIDGE ROAD WITH THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST OF SAID SECTION 4, THENCE ALONG THE WEST MARGIN OF SOUTH CARR BRIDGE ROAD, N 29 DEGREES 22'20" E 400.00' TO AN IRON ROD AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN OF SOUTH CARR BRIDGE ROAD, N 29 DEGREES 22'20" E 150.00' TO AN IRON ROD; THENCE N 60 DEGREES 37' 40" W 871.20' TO AN IRON ROD; THENCE S 29 DEGREES 22'20" W 150.00' TO AN IRON ROD; THENCE S 60 DEGREES 37'40" E 871.20' TO THE POINT OF BEGINNING, CONTAINING 3.000 ACRES.

The portion of ad valorem Tax Parcel Number is 1105-04-001.000.

See attached site location map.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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 Connie Rockco 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 LARRY BENEFIELD	<u>AYE</u> .
Supervisor MARLIN LADNER	<u>AYE</u> .
Supervisor WILLIAM MARTIN	<u>AYE</u> .
Supervisor CONNIE ROCKCO	<u>AYE</u> .

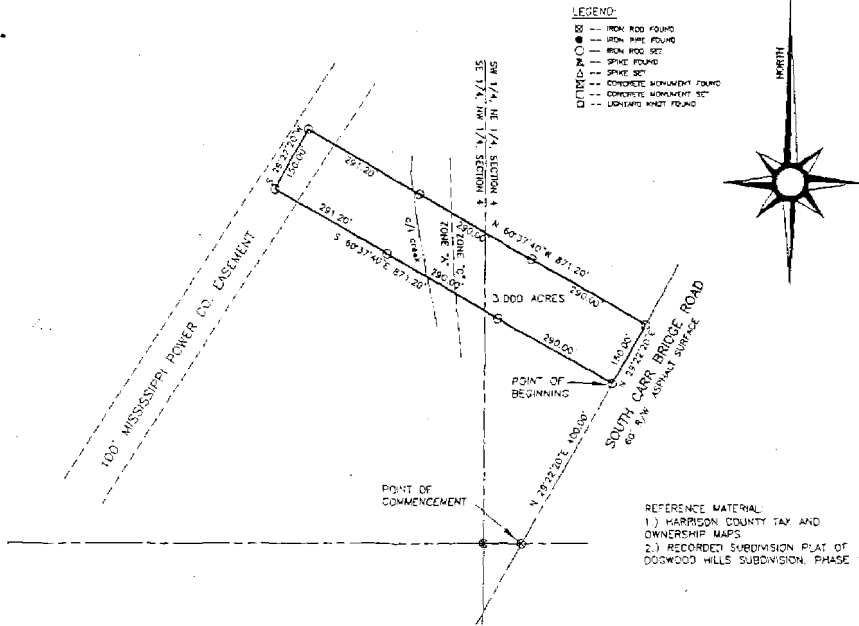
The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 5th day of May, 2003.

CROSBY & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYING

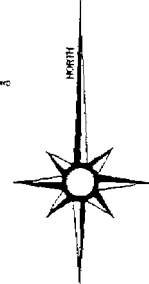
13061 HIGHWAY 87, SUITE A
BILOXI, MISSISSIPPI 39532
PHONE: 228-396-3212
FAX: 228-396-0088

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN IRON ROD AT THE POINT OF INTERSECTION OF THE WEST MARGIN OF SOUTH CARR BRIDGE ROAD WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4, THENCE ALONG THE WEST MARGIN OF SOUTH CARR BRIDGE ROAD, N29°22'20"E 400.00' TO AN IRON ROD AT THE POINT OF BEGINNING, THENCE FURTHER ALONG SAID WEST MARGIN OF SOUTH CARR BRIDGE ROAD, N29°22'20"E 150.00' TO AN IRON ROD; THENCE N60°37'40"W 871.20' TO AN IRON ROD; THENCE S29°22'20"W 150.00' TO AN IRON ROD; THENCE S60°37'40"E 871.20' TO THE POINT OF BEGINNING, CONTAINING 3.000 ACRES.



- LEGEND:**
- ⊗ -- IRON ROD FOUND
 - ⊖ -- IRON PIPE FOUND
 - -- IRON ROD SET
 - ⊙ -- SPIKE FOUND
 - ⊕ -- SPIKE SET
 - ⊗ -- CONCRETE MONUMENT FOUND
 - ⊖ -- CONCRETE MONUMENT SET
 - ⊙ -- LIGHTING MAST FOUND



THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby, B.S. DATE 2/13/03
CLIFFORD A. CROSBY, B.S.



THIS PROPERTY IS LOCATED IN F.R.M. ZONE AS SHOWN HEREON ACCORDING TO MAP NUMBER 285255 0130 E DATED AUGUST 4, 1988

SURVEY CLASS - "B"	FOR JIMMY CARTER	BEARINGS SHOWN HEREON ARE DERIVED BY: PLAT OF DOODWOOD HILLS SUBDIVISION, PHASE 1
SCALE: 1" = 200'		
CROSBY & ASSOCIATES, INC.		DATE: FEBRUARY 13, 2003
PROFESSIONAL LAND SURVEYING		PARTY CHIEF: NEG
13061 HIGHWAY 87, SUITE A		DRAWN BY: CAC
BILOXI, MISSISSIPPI 39532		DRAWING NUMBER: 0203804
PHONE: 228-396-3212		REVISED:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ORDINANCE NO. 0304HC049

Supervisor Bobby Eleuterius moved the adoption of the following order:

AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED AS AN A-1 (GENERAL AGRICULTURE) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO 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 East Wortham Road and south of Saucier Fairley Road, should be rezoned for the purpose of developing a subdivision. The ad valorem tax parcel number of the subject property is 0804-27-004.000. The case file number is 0304HC049.

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 A-1 (General Agriculture) District to that of an R-1 (Low Density Residential) District.**

DESCRIPTION:

44.4 AC(C) NW1/4 OF NW1/4 OF SEC 27 & THAT PART OF NE1/4 OF NE1/4 OF SEC 28-5-11

The ad valorem Tax Parcel Number is 0804-27-004.000.

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.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor Connie Rockco 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 LARRY BENEFIELD	<u>AYE</u> ,
Supervisor MARLIN LADNER	<u>AYE</u> ,
Supervisor WILLIAM MARTIN	<u>AYE</u> ,
Supervisor CONNIE ROCKCO	<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 5th day of May, 2003.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

(SUPERVISOR BENEFIELD OUT ON VOTE)
ORDINANCE NO. 0304HC053

Supervisor Bobby Eleuterius moved the adoption of the following order:

**AN ORDER CONCURRING WITH THE PLANNING
COMMISSION TO APPROVE A ZONING MAP
AMENDMENT. THE PROPERTY IS CURRENTLY ZONED
AS AN A-1 (GENERAL AGRICULTURE) DISTRICT. THE
REQUEST IS TO CHANGE THE ZONING DISTRICT
CLASSIFICATION TO 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 east of and adjacent to Saucier Advance Road and south of McHenry Road, should be rezoned for the purpose of building a house. A portion of ad valorem tax parcel number of the subject property is 0303-13-002.000. The case file number is 0304HC053.

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 A-1 (General Agriculture) District to that of an R-1 (Low Density Residential) District.**

DESCRIPTION:

A PORTION OF 27.4 AC(C) BEG 921.6 FT S OF NE COR OF NW1/4 OF SEC 13 S ALONG 1/2 SEC LINE 1490.5 FT M/L TO N MAR OF SAUCIER ADVANCE RD NWLY ALONG RD 1346.1 FT M/L N 473.4 FT M/L W 213.9 FT N 219.3 FT E 1299.8 FT TO POB PART OF E1/2 OF NW1/4 OF SEC 13-5-13

A portion of ad valorem Tax Parcel Number is 0303-13-002.000.

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.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

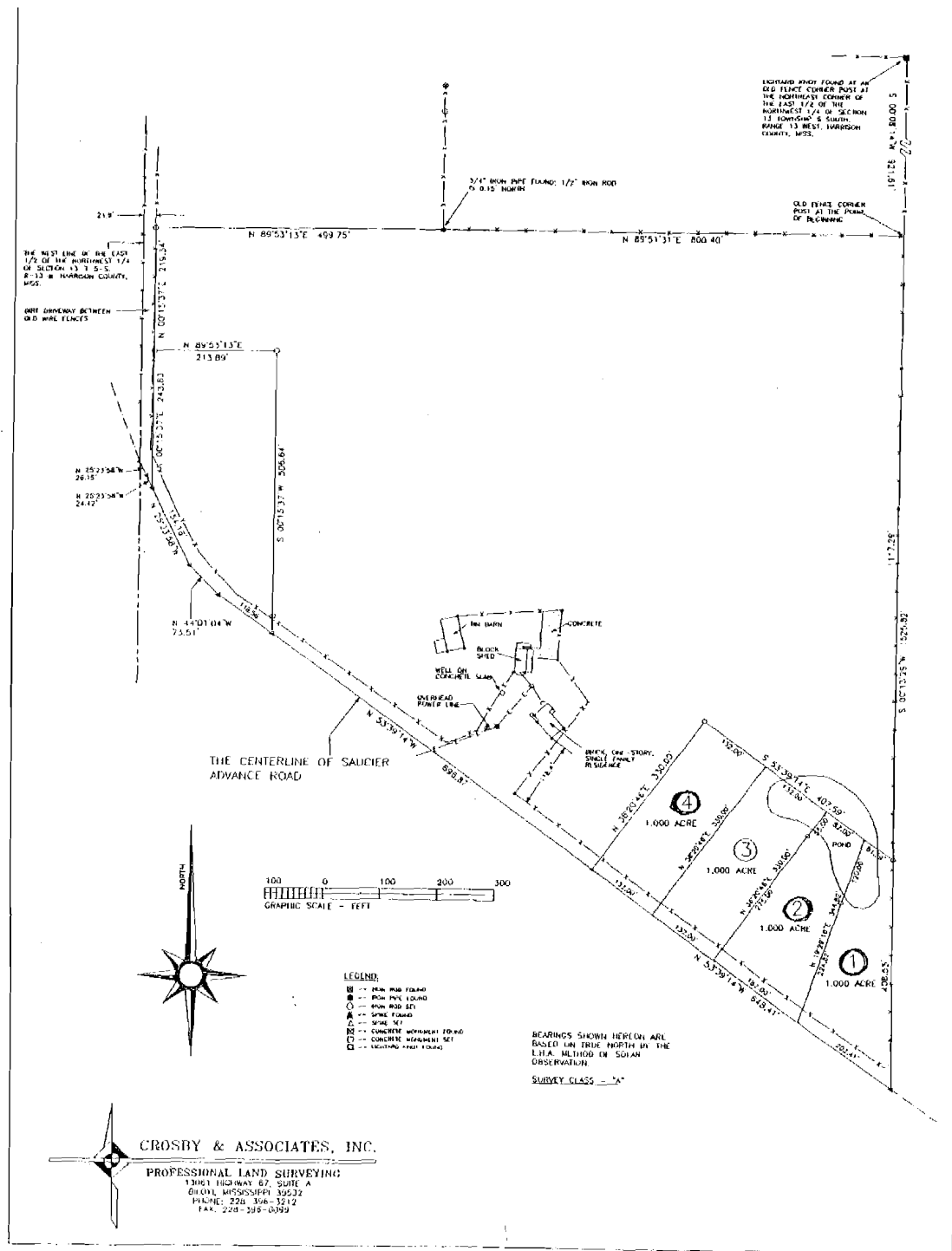
Supervisor BOBBY ELEUTERIUS	<u>AYE</u> ,
Supervisor LARRY BENEFIELD	<u>(OUT ON VOTE)</u>
Supervisor MARLIN LADNER	<u>AYE</u> ,
Supervisor WILLIAM MARTIN	<u>AYE</u> ,
Supervisor CONNIE ROCKCO	<u>AYE</u> ,

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 5th day of May, 2003.

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

MAY 2003 TERM



CROSBY & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYING
 13061 HIGHWAY 67, SUITE A
 GULF, MISSISSIPPI 39032
 PHONE: 228-306-1512
 FAX: 228-395-0399

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ORDER AUTHORIZING PAYMENT
IN THE AMOUNT OF \$474,956.27 TO M/A - COM CRITICAL RADIO SYSTEMS, INC.

WHEREAS, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under authority of §19-5-305, Mississippi Code Annotated, as amended, and its membership represents all city and county public safety agencies in the County, and the Harrison County Emergency Communications Commission is governed and empowered according to §§ 19-5-301, et seq., Mississippi Code Annotated, as amended; and

WHEREAS, the Harrison County Emergency Communications Commission, with the authorization of the Harrison County Board of Supervisors, entered into a contract with M/A-COM Critical Radio Systems, Inc. on June 11, 2001, for the purchase and installation of components of a county-wide emergency communications system within Harrison County; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found that all the communications systems, equipment, contracts, assignments, leases, warranties, licenses, and other assets, which are the subject of its contract with M/A-COM Critical Radio Systems, Inc., were reasonable and necessary for carrying out the purposes and intent of §§ 19-5-301 through 19-5-319 of the Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, the Harrison County Board of Supervisors found by Resolution dated June 11, 2001, that the equipment and communications system was necessary for carrying out the purposes of the E-911 Act (§19-5-301, et seq. of the Mississippi Code of 1972 Annotated, as amended), within Harrison County; and

WHEREAS, the original contract between the Harrison County Board of Supervisors,

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Harrison County Emergency Communications Commission, and M/A-COM Critical Radio Systems, Inc., was for a total contract cost of SEVEN MILLION FIFTY TWO THOUSAND FIVE HUNDRED FIFTY SIX DOLLARS and 97/100 (\$7,052,556.97) which the Harrison County Board of Supervisors found to be fair market value; and

WHEREAS, since the contract date of June 11, 2001, the Harrison County Board of Supervisors have authorized the following Change Orders and Payments:

CONTRACT AMOUNT		PAYMENTS	
Original Contract	\$7,052,556.97	\$1,057,883.55	07/23/01
Change Order #1 - 10/01/01	-\$ 96,531.75	\$ 546,978.29	01/28/02
Change Order #2 - NO CHANGE to contract amount - 12/03/01	-0-	\$ 280,869.76	04/01/02
Change Order #3 - 05/13/02	+\$ 142,018.00	\$ 686,187.62	04/22/02
Change Order #4 - 10/28/02	+ 63,967.12	\$ 289,055.21	07/29/02
Change Order #5 - 10/28/02	+ 514,714.69	\$ 423,038.73	09/09/02
Total Contract Amount with Change Orders	\$7,676,725.03	\$ 441,854.69	10/28/02
		\$ 270,966.79	12/16/02
		\$ 601,240.54	02/03/03
		\$ 217,322.49	04/21/03
TOTAL PAYMENTS TO DATE		\$4,815,397.67	
AMOUNT REMAINING TO BE PAID		\$2,861,327.36	

and;

WHEREAS, pursuant to the provisions of the aforesaid contract approved by the Harrison County Board of Supervisors, M/A - COM Critical Radio Systems, Inc. has requested

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

on Invoice No. MEMINV11C17TH, a partial payment of that portion of the payment schedule representing 30% of the contract due M/A-COM in the amount of FOUR HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED FIFTY SIX DOLLARS and 27/100 (\$474,956.27), all as more fully detailed on the attached copy which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found that M/A-COM had complied with the contract with regard to the payment plan, as certified by the letter from Moscs Engineers attached hereto and incorporated as **Exhibit "B"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found that the Communications Coordinator, Gil Bailey, had certified that M/A - COM Critical Radio Systems, Inc. is entitled to said payment in the sum of FOUR HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED FIFTY SIX DOLLARS and 27/100 (\$474,956.27), as stated in his letter attached hereto and incorporated herein as **Exhibit "C"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found that M/A - COM Critical Radio Systems, Inc., had complied with the Contract Provisions that are required for M/A - COM Critical Radio Systems, Inc. to receive said payment under the said contract in the amount of FOUR HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED FIFTY SIX DOLLARS and 27/100 (\$474,956.27), leaving a balance of TWO MILLION THREE HUNDRED EIGHTY SIX THOUSAND THREE HUNDRED SEVENTY ONE DOLLARS and 09/100, a copy of said Resolution is attached hereto and incorporated herein as **Exhibit "D"**;

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

NOW THEREFORE, BE IT ORDERED by the Harrison County Board of Supervisors
as follows:

SECTION 1

The Harrison County Board of Supervisors authorize and approve payment to M/A -
COM Critical Radio Systems, Inc. in the amount of FOUR HUNDRED SEVENTY FOUR
THOUSAND NINE HUNDRED FIFTY SIX DOLLARS and 27/100 (\$474,956.27), which is a
partial payment due M/A-COM under the terms of the payment schedule set forth in the contract.

The above and foregoing Order was introduced by Supervisor Connie Rockco,
who moved the adoption of same. Said Motion was seconded by Supervisor William W. Martin

Upon being put to a vote, the results were as follows:

Supervisor BOBBY ELEUTERIUS voted	<u>AYE</u>
Supervisor LARRY BENEFIELD voted	<u>(OUT ON VOTE)</u>
Supervisor MARLIN LADNER voted	<u>AYE</u>
Supervisor WILLIAM MARTIN voted	<u>AYE</u>
Supervisor CONNIE ROCKCO voted	<u>AYE</u>

The motion having received the affirmative vote of a majority of the members present,
the President of the Governing Body declared the motion carried and the Order adopted, on this
the 5th day of May, 2003.

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

MAY 2003 TERM



M/A-COM Inc.
221 JEFFERSON RIDGE PARKWAY
LYNCHBURG VA 24501
FEDERAL ID # 65-0916944

PAGE 1

SEND PAYMENT SHOWING INVOICE NO. & INVOICE DATE TO

M/A-COM, Inc.
Dept. AT 40432
ATLANTA GA 31192-0432

DIRECT CORRESPONDENCE ONLY TO:
HARRY IVEY

CREDIT AND COLLECTIONS
P.O. BOX 2600
LYNCHBURG, VIRGINIA 24502 (434) 455-9336

PAYMENT TERMS
NET 45

CUSTOMER REFERENCE CONTRACT DATED 8/11/01	ORDER DATE 6/11/2001	OUR REFERENCE 19123	INVOICE NUMBER MEMINVHC17TH	INVOICE DATE 3/13/2003
--	-------------------------	------------------------	--------------------------------	---------------------------

CUSTOMER HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION ATTN MR GIL BAILEY 15309B COMMUNITY ROAD GULFPORT, MS 39503	DELIVERY ADDRESS (if other than customer) HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION ATTN MR GIL BAILEY 15309B COMMUNITY ROAD GULFPORT, MS 39503
---	--

SHIPPING REFERENCE NO	DATE SHIPPED	SHIPPED FROM	SHIPPED BY	TERMS OF DELIVERY
-----------------------	--------------	--------------	------------	-------------------

ITEM NO	DESCRIPTION	NOTE	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
C444	TO INVOICE THE COUNTY OF HARRISON FOR THIRTY PERCENT (30%) OF CONTRACT PRICE DUE AT INSTALLATION OF SYSTEM COMPONENTS TO YOUR PREMISES PER 1.5 PURCHASE PAYMENT SCHEDULE IN ACCORDANCE WITH SEC 4 PRICING (PARTS DETAIL REPORT) CONTAINED IN MAY 14, 2001 HARRISON COUNTY EDACS SYSTEM EXPANSION (MBP 21149)				
	Harrison / Gulfport				
001	Control PI Upgrade - Gulfport		1	\$ 14,468.56	\$ 14,468.56
002	CSD300 to CSD500 Upgrade		1	\$ 57,715.00	\$ 57,715.00
003	North Site Upgrade		1	\$ 248,475.60	\$ 248,475.60
004	South Site Upgrade		1	\$ 248,475.60	\$ 248,475.60
	Harrison GP West				
005	GP West		1	\$ 445,729.20	\$ 445,729.20
	Vendor & Services				
006	Gulfport North		1	\$ 202,932.72	\$ 202,932.72
007	Gulfport South		1	\$ 21,867.30	\$ 21,867.30
008	Gulfport West		1	\$ 195,290.30	\$ 195,290.30
009	Systemwide Services (6%) (System Engr, Project Mgmt, etc)		1	\$ 80,486.57	\$ 80,486.57
010	Change Order 4		1	\$ 60,456.70	\$ 60,456.70
011	Change Order 5		1	\$ 7,290.00	\$ 7,290.00
	SUBTOTAL				1,583,187.55
	LESS 15% ADVANCE				(237,478.13)
	LESS 45% DUE UPON EQUIPMENT DELIVERY				(712,434.40)
	LESS 10% DUE UPON ACCEPTANCE				(158,318.76)
	AMOUNT DUE NOW				474,956.27

MINUTE BOOKS ARE NOT THE GOODS COVERED BY THE INVOICE WHEN PROVIDED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTION 6.7 AND 17.2 OF THE PUBLIC WORKS STANDARDS ACT. ALL APPLICABLE REGULATIONS AND ORDINANCES OF THE UNITED STATES DEPARTMENT OF LABOR SHALL BE IN FULL FORCE AND EFFECT.

AN EQUAL OPPORTUNITY EMPLOYER

TOTAL AMOUNT	474,956.27
--------------	-------------------

Harrison County
 C444 C033551
 19123
 30% Invoice #17 Billing Detail

	Revised Contract Value Chg Ord 5	Previously Invoiced 1 - 16	This Period	Less 15% Dwnpymt	Less 45% Delivery	Less: 10% Final Acceptance	30% Amount Due This Invoice	Total Invoiced to Date	Balance to Invoice
Biloxi									
Ancillary Multiplexers	\$ 42,089.60	\$ 25,241.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,241.76	\$ 16,827.84
Backup Control Station	\$ 64,460.60	\$ 38,676.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,676.30	\$ 25,784.20
Control Point	\$ 79,633.40	\$ 47,780.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,780.04	\$ 31,853.36
Biloxi North	\$ 341,384.78	\$ 204,830.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 204,830.86	\$ 136,553.90
Biloxi South	\$ 581,686.31	\$ 322,831.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 322,831.27	\$ 258,855.05
Fire Station Paging	\$ 224,071.60	\$ 134,442.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134,442.96	\$ 89,628.64
Harrison County Exp Console	\$ 300,715.10	\$ 180,429.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,429.06	\$ 120,286.04
Harrison County Consoles	\$ 29,273.40	\$ 17,564.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,564.04	\$ 11,709.36
Interoperability	\$ 86,687.36	\$ 52,018.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,018.41	\$ 34,678.95
Harrison/Gulfport									
CEC to IMC Upgrade	\$ 548,167.70	\$ 493,350.93	\$ 14,468.56	\$ (2,170.28)	\$ (6,510.65)	\$ (1,446.66)	\$ 4,340.67	\$ 497,691.50	\$ 50,476.20
Control Pt Upgrade -Gulfport	\$ 289,371.10	\$ 266,093.42	\$ 57,715.00	\$ (8,667.25)	\$ (25,971.75)	\$ (5,771.50)	\$ 17,314.50	\$ 273,407.92	\$ 15,963.18
CSD300 to CSD500 Upgrade	\$ 57,715.00	\$ 34,629.00	\$ 248,475.60	\$ (37,271.34)	\$ (111,814.02)	\$ (24,847.56)	\$ 74,542.68	\$ 109,171.68	\$ (51,466.68)
North Site Upgrade	\$ 248,475.60	\$ 149,085.96	\$ 248,475.60	\$ (37,271.34)	\$ (111,814.02)	\$ (24,847.56)	\$ 74,542.68	\$ 223,829.04	\$ 24,847.56
South Site Upgrade	\$ 248,475.60	\$ 149,085.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149,085.96	\$ 99,390.24
Harrison GP West									
GP West	\$ 604,327.04	\$ 320,175.58	\$ 445,729.20	\$ (68,859.38)	\$ (200,578.14)	\$ (44,572.92)	\$ 133,718.76	\$ 453,884.34	\$ 50,432.71
Vendor & Services									
Biloxi North	\$ 936,181.16	\$ 771,254.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 771,254.43	\$ 166,926.72
Chg ord No. 1 To Biloxi North Vendor	\$ (96,531.75)	\$ (96,878.56)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (96,878.56)	\$ (9,653.17)
Biloxi South	\$ 451,171.35	\$ 143,261.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,261.06	\$ 307,910.29
Gulfport North	\$ 283,784.60	\$ 176,526.32	\$ 202,932.72	\$ (30,439.91)	\$ (91,319.72)	\$ (20,293.27)	\$ 60,676.82	\$ 237,406.14	\$ 26,378.46
Gulfport South	\$ 21,667.30	\$ 13,120.39	\$ 21,667.30	\$ (3,280.10)	\$ (9,840.29)	\$ (2,186.73)	\$ 6,560.19	\$ 19,680.58	\$ 2,186.73
Gulfport West	\$ 347,931.55	\$ 254,481.30	\$ 195,290.30	\$ (29,293.55)	\$ (87,880.64)	\$ (19,529.03)	\$ 58,587.09	\$ 313,048.39	\$ 34,783.16
Systemwide	\$ 1,341,442.85	\$ 868,213.47	\$ 80,488.57	\$ (12,072.96)	\$ (36,218.96)	\$ (8,048.68)	\$ 24,145.97	\$ 862,359.44	\$ 449,083.41
SCAT Options									
SCAT Options	\$ 41,754.10	\$ 6,263.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,263.12	\$ 35,490.99
Change Order 3									
EDG Equipment	\$ 99,927.50	\$ 82,357.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,357.70	\$ 17,469.80
Profile System	\$ 12,155.50	\$ 10,028.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,028.30	\$ 2,127.20
Services	\$ 30,035.00	\$ 21,194.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,194.47	\$ 8,840.53
CHANGE ORDER 4									
CHANGE ORDER 4	\$ 63,987.12	\$ 9,555.07	\$ 60,466.70	\$ (9,068.51)	\$ (27,205.52)	\$ (5,045.67)	\$ 18,137.01	\$ 27,732.08	\$ 36,235.04
CHANGE ORDER 5									
CHANGE ORDER 5	\$ 514,714.89	\$ 77,207.20	\$ 7,290.00	\$ (1,093.50)	\$ (3,280.50)	\$ (729.00)	\$ 2,187.00	\$ 79,384.20	\$ 435,320.49
Total	\$ 7,676,725.03	\$ 4,772,838.60	\$ 1,583,187.55	\$ (237,478.13)	\$ (712,434.40)	\$ (158,318.76)	\$ 474,956.27	\$ 5,247,794.86	\$ 2,428,930.17

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

MOSES
ENGINEERS

March 31, 2003

Mr. Gil Bailey
HARRISON COUNTY
911 COMMUNICATIONS COMMISSION
15309B Community Road
Gulfport, MS 39503

REFERENCE: Countywide 800 MHz Radio System
- ME File No. 2000-007

SUBJECT: M/A-Com Invoices
MEMINVHC16TH
MEMINVHC17TH

Dear Gil:

We have received two invoice submittals, MEMINVHC16TH and MEMINVHC17TH, from M/A COM for review as follows:

Invoice MEMINVHC16TH, \$217,322.49, represents 45% of the value of delivered site equipment, and technical services.

Invoice MEMINVHC17TH, \$474,956.27, represents installation services completed at all sites except for Biloxi-South.

These invoices appear correct and should be processed for payment.

Yours very truly,

MOSES ENGINEERS

Dominic F. Tusa / vsm
Dominic F. Tusa

DFT/vsm

Enclosures

CONSULTING ENGINEERS

Mechanical
Electrical
Telecommunications

909 Poydras Street, Suite 2150
New Orleans, Louisiana 70112-1034
Tel. 504-586-1725
Fax 504-586-1846
email: MOSES@MOSESENGINEERS.com

EXHIBIT

"B"

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM



**Harrison County Emergency
Communications Commission**

15309-B Community Road, Gulfport, Mississippi 39503
Phone (228) 831-0760 • Fax (228) 831-0762
e-mail address: harrison911@co.harrison.ms.us

TO: Commission Members
FROM: Robert Bailey, 911 Coordinator *RB*
RE: M/A-Com Invoices # MEMINVHC16TH & MEMINVHC17TH
DATE: April 15, 2003

I have reviewed the above referenced invoices and confirm that all equipment and services indicated have been delivered or installed as indicated.

Therefore, I am recommending payment of these invoices.



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

RESOLUTION AUTHORIZING PAYMENT
IN THE AMOUNT OF \$474,956.27 TO M/A - COM CRITICAL RADIO SYSTEMS, INC.
AND REQUESTING THE BOARD OF SUPERVISORS OF HARRISON
COUNTY, MISSISSIPPI TO MAKE SUCH PAYMENT

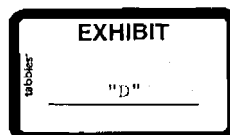
WHEREAS, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under authority of §19-5-305, Mississippi Code Annotated, as amended, and its membership represents all city and county public safety agencies in the County, and the *Harrison County Emergency Communications Commission is governed and empowered according to §§ 19-5-301, et seq., Mississippi Code Annotated, as amended; and*

WHEREAS, the Harrison County Emergency Communications Commission, with the authorization of the Harrison County Board of Supervisors, entered into a contract with M/A-COM Critical Radio Systems, Inc. on June 11, 2001, for the purchase and installation of components of a county-wide emergency communications system within Harrison County; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found that all the communications systems, equipment, contracts, assignments, leases, warranties, licenses, and other assets, which are the subject of its contract with M/A-COM Critical Radio Systems, Inc., were reasonable and necessary for carrying out the purposes and intent of §§ 19-5-301 through 19-5-319 of the Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, the Harrison County Board of Supervisors found by Resolution dated June 11, 2001, that the equipment and communications system was necessary for carrying out the purposes of the E-911 Act (§19-5-301, et seq. of the Mississippi Code of 1972 Annotated, as amended), within Harrison County; and

WHEREAS, the original contract between the Harrison County Board of Supervisors,



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Harrison County Emergency Communications Commission, and M/A-COM Critical Radio Systems, Inc., was for a total contract cost of SEVEN MILLION FIFTY TWO THOUSAND FIVE HUNDRED FIFTY SIX DOLLARS and 97/100 (\$7,052,556.97) which the Harrison County Board of Supervisors found to be fair market value; and

WHEREAS, since the contract date of June 11, 2001, the Harrison County Board of Supervisors have authorized the following Change Orders and Payments:

CONTRACT AMOUNT		PAYMENTS	
Original Contract	\$7,052,556.97	\$1,057,883.55	07/23/01
Change Order #1 - 10/01/01	-\$ 96,531.75	\$ 546,978.29	01/28/02
Change Order #2 - NO CHANGE to contract amount - 12/03/01	-0-	\$ 280,869.76	04/01/02
Change Order #3 - 05/13/02	+\$ 142,018.00	\$ 686,187.62	04/22/02
Change Order #4 - 10/28/02	+ 63,967.12	\$ 289,055.21	07/29/02
Change Order #5 - 10/28/02	+ 514,714.69	\$ 423,038.73	09/09/02
Total Contract Amount with Change Orders	\$7,676,725.03	\$ 441,854.69	10/28/02
		\$ 270,966.79	12/16/02
		\$ 601,240.54	02/03/03
		\$ 217,322.49	04/21/03
TOTAL PAYMENTS TO DATE		\$4,815,397.67	
AMOUNT REMAINING TO BE PAID		\$2,861,327.36	

and;

WHEREAS, pursuant to the provisions of the aforesaid contract approved by the Harrison County Board of Supervisors, M/A - COM Critical Radio Systems, Inc. has requested

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

on Invoice No. MEMINVHC17TH, a partial payment of that portion of the payment schedule representing 30% of the contract due M/A-COM in the amount of FOUR HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED FIFTY SIX DOLLARS and 27/100 (\$474,956.27), all as more fully detailed on the attached copy which is hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission find that M/A-COM has complied with the contract with regard to the payment plan, as certified by the letter from Moses Engineers attached hereto and incorporated as **Exhibit "B"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission find that the Communications Coordinator, Gil Bailey, has certified that M/A - COM Critical Radio Systems, Inc. is entitled to said payment in the sum of FOUR HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED FIFTY SIX DOLLARS and 27/100 (\$474,956.27), as stated in his letter attached hereto and incorporated herein as **Exhibit "C"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission find that M/A - COM Critical Radio Systems, Inc., has complied with the Contract Provisions that are required for M/A - COM Critical Radio Systems, Inc. to receive said payment under the said contract in the amount of FOUR HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED FIFTY SIX DOLLARS and 27/100 (\$474,956.27), leaving a balance of TWO MILLION THREE HUNDRED EIGHTY SIX THOUSAND THREE HUNDRED SEVENTY ONE DOLLARS and 09/100 (\$2,386,371.09);

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Harrison County Emergency Communications Commission as follows:

SECTION 1

The Commissioners of Harrison County Emergency Communications Commission respectfully request the Harrison County Board of Supervisors to issue payment to M/A - COM Critical Radio Systems, Inc. in the amount of FOUR HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED FIFTY SIX DOLLARS and 27/100 (\$474,956.27), which is a partial payment due M/A-COM under the terms of the payment schedule set forth in the contract, at the next meeting of the Harrison County Board of Supervisors, or as soon thereafter as may be practicable, all in accordance with the terms of the contract.

RESOLVED on this the 21st day of April, 2003.

The above and foregoing Resolution pertaining to M/A-COM Invoice No. MEMINVHC16TH was introduced by Commissioner WAYNE PAYNE, who moved the adoption of same. Said Motion was seconded by Commissioner George Bass. Upon being put to vote, the results were as follows:

Chief RICH MARVIL, Pass Christian Fire Department	<u>ABSENT</u>
Chief BRUCE DUNAGAN, Biloxi Police Department (Copy, Rodney McGilvary)	<u>AYE</u>
Sheriff GEORGE H. PAYNE, JR., Harrison County Sheriff's Dept. (Copy, WALTER P.H.S.)	<u>AYE</u>

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

LINDA ROUSE, Harrison County Civil Defense	<u>AYE</u>
Chief GEORGE MIXON, Harrison County Fire Services	<u>ABSENT</u>
Chief WAYNE PAYNE, Gulfport Police Department	<u>AYE</u>
Chief PAT SULLIVAN, Gulfport Fire Department	<u>AYE</u>
BOBBY SPAYDE, 1st Judicial District	<u>AYE</u>
JEFF TAYLOR, 2nd Judicial District	<u>AYE</u>
STEVE FORD, County at Large	<u>AYE</u>
STEVE DELAHOUSEY, Emergency Medical Services	<u>AYE</u>
HARLEY SHINKER, Long Beach Police Department	<u>AYE</u>
GERALD SMITH, D'Iberville Fire Department	<u>AYE</u>
JOHN DUBUISSON, Pass Christian Police Department	<u>ABSENT</u>
KATHY FICK, Mississippi Highway Patrol	<u>ABSENT</u>
CHIEF GEORGE BASS, Long Beach Fire Department	<u>AYE</u>
CHIEF DAVID ROBERTS, Biloxi Fire Department	<u>AYE</u>

WHEREUPON, Chairman Steve Delahousey declared the motion carried and the resolution adopted on the 21st day of April, 2003.

**HARRISON COUNTY EMERGENCY
COMMUNICATIONS COMMISSION**

BY: 

ATTEST:



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ORDER AUTHORIZING PAYMENT
IN THE AMOUNT OF \$217,322.49 TO M/A - COM CRITICAL RADIO SYSTEMS, INC.

WHEREAS, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under authority of §19-5-305, Mississippi Code Annotated, as amended, and its membership represents all city and county public safety agencies in the County, and the Harrison County Emergency Communications Commission is governed and empowered according to §§ 19-5-301, et seq., Mississippi Code Annotated, as amended; and

WHEREAS, the Harrison County Emergency Communications Commission, with the authorization of the Harrison County Board of Supervisors, entered into a contract with M/A-COM Critical Radio Systems, Inc. on June 11, 2001, for the purchase and installation of components of a county-wide emergency communications system within Harrison County; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found that all the communications systems, equipment, contracts, assignments, leases, warranties, licenses, and other assets, which are the subject of its contract with M/A-COM Critical Radio Systems, Inc., were reasonable and necessary for carrying out the purposes and intent of §§ 19-5-301 through 19-5-319 of the Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, the Harrison County Board of Supervisors found by Resolution dated June 11, 2001, that the equipment and communications system was necessary for carrying out the purposes of the E-911 Act (§19-5-301, et seq. of the Mississippi Code of 1972 Annotated, as amended), within Harrison County; and

WHEREAS, the original contract between the Harrison County Board of Supervisors, Harrison County Emergency Communications Commission, and M/A-COM Critical Radio Systems,

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Inc., was for a total contract cost of SEVEN MILLION FIFTY TWO THOUSAND FIVE HUNDRED FIFTY SIX DOLLARS and 97/100 (\$7,052,556.97) which the Harrison County Board of Supervisors found to be fair market value; and

WHEREAS, since the contract date of June 11, 2001, the Harrison County Board of Supervisors have authorized the following Change Orders and Payments:

CONTRACT AMOUNT		PAYMENTS	
Original Contract	\$7,052,556.97	\$1,057,883.55	07/23/01
Change Order #1 - 10/01/01	-\$ 96,531.75	\$ 546,978.29	01/28/02
Change Order #2 - NO CHANGE to contract amount - 12/03/01	-0-	\$ 280,869.76	04/01/02
Change Order #3 - 05/13/02	+\$ 142,018.00	\$ 686,187.62	04/22/02
Change Order #4 - 10/28/02	+ 63,967.12	\$ 289,055.21	07/29/02
Change Order #5 - 10/28/02	+ 514,714.69	\$ 423,038.73	09/09/02
Total Contract Amount with Change Orders	\$7,676,725.03	\$ 441,854.69	10/28/02
		\$ 270,966.79	12/16/02
		\$ 601,240.54	02/03/03
TOTAL PAYMENTS TO DATE		\$4,598,075.18	
AMOUNT REMAINING TO BE PAID		\$3,078,649.85	

and;

WHEREAS, pursuant to the provisions of the aforesaid contract approved by the Harrison County Board of Supervisors, M/A - COM Critical Radio Systems, Inc. has requested on Invoice No. MEMINVHC16TH, a partial payment of that portion of the payment schedule representing 45% of the contract due M/A-COM in the amount of TWO HUNDRED

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

SEVENTEEN THOUSAND THREE HUNDRED TWENTY TWO DOLLARS and 49/100(\$217,322.49), all as more fully detailed on the attached copy which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found that M/A-COM had complied with the contract with regard to the payment plan, as certified by the letter from Moses Engineers attached hereto and incorporated as **Exhibit "B"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found that the Communications Coordinator, Gil Bailey, had certified that M/A - COM Critical Radio Systems, Inc. is entitled to said payment in the sum of TWO HUNDRED SEVENTEEN THOUSAND THREE HUNDRED TWENTY TWO DOLLARS and 49/100(\$217,322.49), as stated in his letter attached hereto and incorporated herein as **Exhibit "C"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found that M/A - COM Critical Radio Systems, Inc., had complied with the Contract Provisions that are required for M/A - COM Critical Radio Systems, Inc. to receive said payment under the said contract in the amount of TWO HUNDRED SEVENTEEN THOUSAND THREE HUNDRED TWENTY TWO DOLLARS and 49/100(\$217,322.49), leaving a balance of TWO MILLION EIGHT HUNDRED SIXTY ONE THOUSAND THREE HUNDRED TWENTY SEVEN DOLLARS and 36/100 (\$2,861,327.36), a copy of said Resolution is attached hereto and incorporated herein as **Exhibit "D"**;

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

NOW THEREFORE, BE IT ORDERED by the Harrison County Board of Supervisors
as follows:

SECTION 1

The Harrison County Board of Supervisors authorize and approve payment to M/A -
COM Critical Radio Systems, Inc. in the amount of TWO HUNDRED SEVENTEEN
THOUSAND THREE HUNDRED TWENTY TWO DOLLARS and 49/100(\$217,322.49),
which is a partial payment due M/A-COM under the terms of the payment schedule set forth in
the contract.

The above and foregoing Order was introduced by Supervisor Connie Rockco,
who moved the adoption of same. Said Motion was seconded by Supervisor Bobby Eleuterius

Upon being put to a vote, the results were as follows:

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

The motion having received the affirmative vote of a majority of the members present,
the President of the Governing Body declared the motion carried and the Order adopted, on this
the 5th day of May, 2003.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

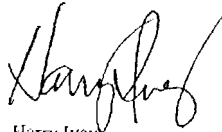
03/14/2003

Harrison County Emergency Communications Commission
15309-B Community Road
Gulfport, MS 39503

Dear Sirs:

I am writing in reference to scope of work billed on M/A Com invoice MEMINVHC16T11. The 217,322.49 figure represents forty-five percent of the value for the delivery of various equipment for the different sites listed. Basically all sites except for Biloxi South are either finished or near finished on equipment delivery. For a more complete listing of the detail per site, please refer to contract. Finally, the Services are calculated based on two percent of the total services pricing. If you have any further questions or concerns, please contact me at 434-455-9336.

Thank you,



Harry Ivey
Project Financial Analyst
M/A COM, PRS
434-455-9336 Voice
434-455-6816 Fax



MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

MAY 2003 TERM



M/A-COM Inc.
221 JEFFERSON RIDGE PARKWAY
LYNCHBURG VA, 24501
FEDERAL ID # 65-0010944

PAGE 1

SEND PAYMENT SHOWING INVOICE NO. & INVOICE DATE TO
M/A-COM, Inc.
Dept. AT 40432
ATLANTA GA 31192-0432

DIRECT CORRESPONDENCE ONLY TO:
M/A-COM, Inc.
TAMARA HAWKINS
221 JEFFERSON RIDGE PARKWAY
LYNCHBURG, VIRGINIA 24501 (434) 455-9235

PAYMENT TERMS
NET 45

CUSTOMER REFERENCE CONTRACT DATED 6/11/01	ORDER DATE 6/11/2001	OUR REFERENCE 19123	INVOICE NUMBER MEMINVHC16TH	INVOICE DATE 03/13/03
--	-------------------------	------------------------	--------------------------------	--------------------------

CUSTOMER HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION ATTN: MR. GIL BAILEY 15309B COMMUNITY ROAD GULFPORT, MS 39503	DELIVERY ADDRESS (if other than customer) HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION ATTN: MR. GIL BAILEY 15309B COMMUNITY ROAD GULFPORT, MS 39503
---	--

SHIPPING REFERENCE NO.	DATE SHIPPED	SHIPPED FROM	SHIPPED BY	TERMS OF DELIVERY
------------------------	--------------	--------------	------------	-------------------

ITEM NO.	DESCRIPTION	NOTE	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
C444	TO INVOICE THE COUNTY OF HARRISON FOR FORTY-FIVE PERCENT (45%) OF CONTRACT PRICE DUE AT DELIVERY OF SYSTEM COMPONENTS TO YOUR PREMISES PER 1.5 PURCHASE PAYMENT SCHEDULE. IN ACCORDANCE WITH SEC 4 PRICING (PARTS DETAIL REPORT) CONTAINED IN MAY 14, 2001 HARRISON COUNTY EDACS SYSTEM EXPANSION (MBP 21149)				
	Biloxi				
	Backup Control Station		1	\$ 555.23	\$ 555.23
	Biloxi North		1	\$ (30,338.00)	\$ (30,338.00)
	Fire Station Paging		1	\$ 10,444.89	\$ 10,444.89
	Interoperability		1	\$ 23,525.00	\$ 23,525.00
	Harrison / Gulfport				
	CEC to IMC Upgrade		1	\$ 30,480.69	\$ 30,480.69
	Control Pt Upgrade - Gulfport		1	\$ 77,172.79	\$ 77,172.79
	North Site Upgrade		1	\$ (53,808.56)	\$ (53,808.56)
	South Site Upgrade		1	\$ 76,719.23	\$ 76,719.23
	Harrison GP West				
	GP West		1	\$ 80,247.86	\$ 80,247.86
	Vendor & Services				
	Gulfport North		1	\$ 76,046.25	\$ 76,046.25
	Gulfport South		1	\$ 21,867.30	\$ 21,867.30
	Gulfport West		1	\$ 31,318.43	\$ 31,318.43
	Systemwide Services (2%) (System Engr, Project Mgmt, etc)		1	\$ 26,828.86	\$ 26,828.86
	Change Order 3				
	EDG Equipment		1	\$ 16,500.00	\$ 16,500.00
	Services		1	\$ 27,632.19	\$ 27,632.19
	Subtotal Page 1				\$ 415,192.16

PAGE 1

AN EQUAL OPPORTUNITY EMPLOYER

TOTAL AMOUNT	
---------------------	--

M/A-COM CERTIFIES THAT THE OFFICE COVERED BY THIS INVOICE WAS PREPARED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTION 8 (A) AND (B) OF THE FEDERAL ACQUISITION REGULATION ACT AS AMENDED AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 (D) OF THE

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

MAY 2003 TERM



M/A-COM Inc.
721 JEFFERSON RIDGE PARKWAY
LYNCHBURG VA 24501
FEDERAL ID # 05-0810944

PAGE 1

SEND PAYMENT SHOWING REFERENCE NO. & INVOICE DATE TO
M/A-COM, Inc.
Dept. AT 40432
ATLANTA GA 31192 0432
DIRECT CORRESPONDENCE ONLY TO:
M/A-COM, Inc.
TAMARA HAWKINS
221 JEFFERSON RIDGE PARKWAY
LYNCHBURG, VIRGINIA 24501 (434) 455-9335
PAYMENT TERMS
NET 45

CUSTOMER REFERENCE CONTRACT DATED 6/11/01		ORDER DATE 6/11/2001	ORDER REFERENCE 19123	INVOICE NUMBER MEMINVHC161H	INVOICE DATE 3/13/2003
CUSTOMER HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION ATTN: MR. GIL BAILEY 15309B COMMUNITY ROAD GULFPORT, MS 39503			DELIVERY ADDRESS (if other than customer) HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION ATTN: MR. GIL BAILEY 15309B COMMUNITY ROAD GULFPORT, MS 39503		
SHIPPING REFERENCE NO.		DATE SHIPPED	SHIPPED FROM	SHIPPED BY	TERMS OF DELIVERY
ITEM NO.	DESCRIPTION	NOTE	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
C444	TO INVOICE THE COUNTY OF HARRISON FOR FORTY-FIVE PERCENT (45%) OF CONTRACT PRICE DUE AT DELIVERY OF SYSTEM COMPONENTS TO YOUR PREMISES PER I.5 PURCHASE PAYMENT SCHEDULE IN ACCORDANCE WITH SEC 4 PRICING (PARTS DETAIL REPORT) CONTAINED IN MAY 14, 2001 HARRISON COUNTY EDACS SYSTEM EXPANSION (MBP 21149)				
	SUBTOTAL PAGE 1				415,192.16
	Change Order 4			1.00 \$	60,456.70
	Change Order 5			1.00 \$	7,290.00
	SUBTOTAL PAGE 1 & PAGE 2				482,938.86
	LESS 15% ADVANCE				(72,440.83)
	LESS 30% DUE UPON INSTALLATION				(144,881.66)
	LESS 10% DUE UPON ACCEPTANCE				(48,293.89)
	AMOUNT DUE NOW				217,322.49
PAGE 2					
AN EQUAL OPPORTUNITY EMPLOYER					
TOTAL AMOUNT					217,322.49

We warrant that the goods covered by this invoice were produced in compliance with all applicable environmental or approval laws and that the products are free from any defects in material and workmanship at the time of shipment. If you are not satisfied with the quality of the goods, please contact us within 30 days of receipt.

Harrison County
 C444 C033551
 19123
 45% Invoice #16 Billing Detail

	Revised Contract Value Chg Ord 5	Previously Invoiced 1 - 15	This Period	Less 15% Dwnpymt	Less 30% Installation	Less: 10% Final Acceptance	45% Amount Due This Invoice	Total Invoiced to Date	Balance to Invoice
Biloxi									
Ancillary Multiplexers	\$ 42,069.60	\$ 25,241.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,241.76	\$ 16,827.64
Backup Control Station	\$ 64,450.50	\$ 38,426.45	\$ 565.23	\$ (93.28)	\$ (166.57)	\$ (55.52)	\$ 249.85	\$ 38,576.30	\$ 25,784.20
Control Point	\$ 79,633.40	\$ 47,780.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,780.04	\$ 31,853.36
Biloxi North	\$ 341,384.76	\$ 218,482.96	\$ (30,338.00)	\$ 4,560.70	\$ 9,101.40	\$ 3,033.80	\$ (13,662.10)	\$ 204,830.86	\$ 136,553.90
Biloxi South	\$ 581,686.31	\$ 322,831.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 322,831.27	\$ 258,855.05
Fire Station Paging	\$ 224,071.60	\$ 129,742.76	\$ 10,444.89	\$ (1,566.73)	\$ (3,133.47)	\$ (1,044.49)	\$ 4,700.20	\$ 134,442.96	\$ 89,628.64
Harrison County Exp Console	\$ 300,715.10	\$ 180,429.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,429.06	\$ 120,286.04
Harrison County Consoles	\$ 28,273.40	\$ 17,564.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,564.04	\$ 11,709.36
Interoperability	\$ 86,697.36	\$ 41,432.16	\$ 23,525.00	\$ (3,528.75)	\$ (7,057.50)	\$ (2,352.50)	\$ 10,565.25	\$ 52,018.41	\$ 34,678.95
Harrison/Gulfport									
CEC to IMC Upgrade	\$ 548,167.70	\$ 479,634.82	\$ 30,480.69	\$ (4,572.10)	\$ (9,144.21)	\$ (3,048.07)	\$ 13,716.31	\$ 493,350.94	\$ 54,816.77
Control Pt Upgrade -Gulfport	\$ 289,371.10	\$ 221,365.66	\$ 77,172.79	\$ (11,575.92)	\$ (23,151.84)	\$ (7,717.28)	\$ 34,727.78	\$ 256,093.42	\$ 33,277.68
CSD300 to CSD500 Upgrade	\$ 57,715.00	\$ 34,629.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,629.00	\$ 23,086.00
North Site Upgrade	\$ 248,475.60	\$ 173,299.21	\$ (53,808.56)	\$ 5,071.28	\$ 16,142.57	\$ 5,380.86	\$ (24,213.65)	\$ 149,085.36	\$ 99,390.24
South Site Upgrade	\$ 248,475.60	\$ 114,561.71	\$ 76,719.23	\$ (11,507.88)	\$ (23,015.77)	\$ (7,671.92)	\$ 34,523.65	\$ 149,085.37	\$ 99,390.24
Harrison GP West									
GP West	\$ 504,327.04	\$ 284,064.04	\$ 80,247.66	\$ (12,037.18)	\$ (24,074.36)	\$ (8,024.78)	\$ 36,111.54	\$ 320,175.67	\$ 184,151.47
Vendor & Services									
Biloxi North	\$ 938,181.15	\$ 771,254.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 771,254.43	\$ 166,926.72
Chg ord No 1 To Biloxi North Vendor	\$ (86,531.75)	\$ (86,878.58)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (86,878.58)	\$ (9,653.17)
Biloxi South	\$ 451,171.35	\$ 143,261.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,261.06	\$ 307,910.29
Gulfport North	\$ 263,784.60	\$ 142,305.51	\$ 76,046.25	\$ (11,406.94)	\$ (22,813.88)	\$ (7,604.63)	\$ 34,220.81	\$ 176,526.32	\$ 87,258.28
Gulfport South	\$ 21,667.30	\$ 3,280.10	\$ 21,867.30	\$ (3,280.10)	\$ (6,560.19)	\$ (2,186.73)	\$ 9,640.29	\$ 13,120.38	\$ 8,746.92
Gulfport West	\$ 347,831.55	\$ 240,368.01	\$ 31,318.43	\$ (4,697.76)	\$ (9,395.53)	\$ (3,131.84)	\$ 14,093.29	\$ 254,461.30	\$ 93,370.25
Systemwide	\$ 1,341,442.85	\$ 858,213.47	\$ 26,828.86	\$ (4,024.33)	\$ (8,046.56)	\$ (2,682.89)	\$ 12,072.99	\$ 850,285.45	\$ 451,156.40
SCAT Options									
SCAT Options	\$ 41,754.10	\$ 6,263.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,263.12	\$ 35,490.99
Change Order 3									
EDG Equipment	\$ 98,827.50	\$ 74,932.70	\$ 16,500.00	\$ (2,475.00)	\$ (4,950.00)	\$ (1,650.00)	\$ 7,425.00	\$ 82,357.70	\$ 17,469.80
Profile System	\$ 12,155.50	\$ 10,028.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,028.30	\$ 2,127.20
Services	\$ 30,035.00	\$ 8,759.99	\$ 27,632.19	\$ (4,144.83)	\$ (8,269.66)	\$ (2,753.22)	\$ 12,434.49	\$ 21,194.48	\$ 8,540.52
CHANGE ORDER 4									
CHANGE ORDER 4	\$ 63,967.12	\$ 9,595.07	\$ 80,456.70	\$ (9,068.51)	\$ (18,137.01)	\$ (6,045.67)	\$ 27,205.52	\$ 36,800.59	\$ 27,166.54
CHANGE ORDER 5									
CHANGE ORDER 5	\$ 514,714.69	\$ 77,207.20	\$ 7,280.00	\$ (1,093.50)	\$ (2,187.00)	\$ (729.00)	\$ 3,280.50	\$ 80,487.70	\$ 434,226.99
Total	\$ 7,676,725.03	\$ 4,598,075.12	\$ 482,938.86	\$ (72,440.83)	\$ (144,881.66)	\$ (48,293.89)	\$ 217,322.49	\$ 4,815,397.60	\$ 2,861,327.43

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM



March 31, 2003

Mr. Gil Bailey
HARRISON COUNTY
911 COMMUNICATIONS COMMISSION
 15309B Community Road
 Gulfport, MS 39503

REFERENCE: Countywide 800 MHz Radio System
 ME File No. 2000-007

SUBJECT: M/A-Com Invoices
 MEMINVHC16TH
 MEMINVHC17TH

Dear Gil:

We have received two invoice submittals, MEMINVHC16TH and MEMINVHC17TH, from M/A COM for review as follows:

Invoice MEMINVHC16TH, \$217,322.49, represents 45% of the value of delivered site equipment, and technical services.

Invoice MEMINVHC17TH, \$474,956.27, represents installation services completed at all sites except for Biloxi-South.

These invoices appear correct and should be processed for payment.

Yours very truly,

MOSES ENGINEERS

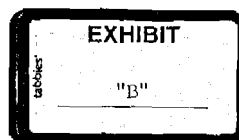
Dominic F. Tusa/vsm
 Dominic F. Tusa

DFT/vsm

Enclosures

CONSULTING ENGINEERS

Mechanical
 Electrical
 Telecommunications
 909 Poydras Street, Suite 2150
 New Orleans, Louisiana 70112-1034
 Tel. 504-586-1725
 Fax 504-586-1846
 email: MOSES@MOSESENGINEERS.com



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM



**Harrison County Emergency
Communications Commission**

15309-B Community Road, Gulfport, Mississippi 39503

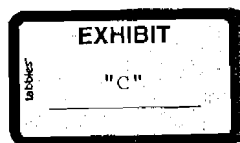
Phone (228) 831-0760 • Fax (228) 831-0762

e-mail address: harrison911@co.harrison.ms.us

TO: Commission Members
FROM: Robert Bailey, 911 Coordinator *RB*
RE: M/A-Com Invoices # MEMINVHC16TH & MEMINVHC17TH
DATE: April 15, 2003

I have reviewed the above referenced invoices and confirm that all equipment and services indicated have been delivered or installed as indicated.

Therefore, I am recommending payment of these invoices.



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

RESOLUTION AUTHORIZING PAYMENT
IN THE AMOUNT OF \$217,322.49 TO M/A - COM CRITICAL RADIO SYSTEMS, INC.
AND REQUESTING THE BOARD OF SUPERVISORS OF HARRISON
COUNTY, MISSISSIPPI TO MAKE SUCH PAYMENT

WHEREAS, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under authority of §19-5-305, Mississippi Code Annotated, as amended, and its membership represents all city and county public safety agencies in the County, and the Harrison County Emergency Communications Commission is governed and empowered according to §§ 19-5-301, et seq., Mississippi Code Annotated, as amended; and

WHEREAS, the Harrison County Emergency Communications Commission, with the authorization of the Harrison County Board of Supervisors, entered into a contract with M/A-COM Critical Radio Systems, Inc. on June 11, 2001, for the purchase and installation of components of a county-wide emergency communications system within Harrison County; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found that all the communications systems, equipment, contracts, assignments, leases, warranties, licenses, and other assets, which are the subject of its contract with M/A-COM Critical Radio Systems, Inc., were reasonable and necessary for carrying out the purposes and intent of §§ 19-5-301 through 19-5-319 of the Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, the Harrison County Board of Supervisors found by Resolution dated June 11, 2001, that the equipment and communications system was necessary for carrying out the purposes of the E-911 Act (§19-5-301, et seq. of the Mississippi Code of 1972 Annotated, as amended), within Harrison County; and

WHEREAS, the original contract between the Harrison County Board of Supervisors,



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Harrison County Emergency Communications Commission, and M/A-COM Critical Radio Systems, Inc., was for a total contract cost of SEVEN MILLION FIFTY TWO THOUSAND FIVE HUNDRED FIFTY SIX DOLLARS and 97/100 (\$7,052,556.97) which the Harrison County Board of Supervisors found to be fair market value; and

WHEREAS, since the contract date of June 11, 2001, the Harrison County Board of Supervisors have authorized the following Change Orders and Payments:

CONTRACT AMOUNT		PAYMENTS	
Original Contract	\$7,052,556.97	\$1,057,883.55	07/23/01
Change Order #1 - 10/01/01	-\$ 96,531.75	\$ 546,978.29	01/28/02
Change Order #2 - NO CHANGE to contract amount - 12/03/01	-0-	\$ 280,869.76	04/01/02
Change Order #3 - 05/13/02	+\$ 142,018.00	\$ 686,187.62	04/22/02
Change Order #4 - 10/28/02	+ 63,967.12	\$ 289,055.21	07/29/02
Change Order #5 - 10/28/02	+ 514,714.69	\$ 423,038.73	09/09/02
Total Contract Amount with Change Orders	\$7,676,725.03	\$ 441,854.69	10/28/02
		\$ 270,966.79	12/16/02
		\$ 601,240.54	02/03/03
TOTAL PAYMENTS TO DATE		\$4,598,075.18	
AMOUNT REMAINING TO BE PAID		\$3,078,649.85	

and;

WHEREAS, pursuant to the provisions of the aforesaid contract approved by the Harrison County Board of Supervisors, M/A - COM Critical Radio Systems, Inc. has requested on Invoice No. MEMINVHC16TH, a partial payment of that portion of the payment schedule

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

representing 45% of the contract due M/A-COM in the amount of TWO HUNDRED SEVENTEEN THOUSAND THREE HUNDRED TWENTY TWO DOLLARS and 49/100(\$217,322.49), all as more fully detailed on the attached copy which is hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission find that M/A-COM has complied with the contract with regard to the payment plan, as certified by the letter from Moses Engineers attached hereto and incorporated as **Exhibit "B"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission find that the Communications Coordinator, Gil Bailey, has certified that M/A - COM Critical Radio Systems, Inc. is entitled to said payment in the sum of TWO HUNDRED SEVENTEEN THOUSAND THREE HUNDRED TWENTY TWO DOLLARS and 49/100(\$217,322.49), as stated in his letter attached hereto and incorporated herein as **Exhibit "C"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission find that M/A - COM Critical Radio Systems, Inc., has complied with the Contract Provisions that are required for M/A - COM Critical Radio Systems, Inc. to receive said payment under the said contract in the amount of TWO HUNDRED SEVENTEEN THOUSAND THREE HUNDRED TWENTY TWO DOLLARS and 49/100(\$217,322.49), leaving a balance of TWO MILLION EIGHT HUNDRED SIXTY ONE THOUSAND THREE HUNDRED TWENTY SEVEN DOLLARS and 36/100 (\$2,861,327.36);

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Harrison County Emergency Communications Commission as follows:

SECTION 1

The Commissioners of Harrison County Emergency Communications Commission respectfully request the Harrison County Board of Supervisors to issue payment to M/A - COM Critical Radio Systems, Inc. in the amount of TWO HUNDRED SEVENTEEN THOUSAND THREE HUNDRED TWENTY TWO DOLLARS and 49/100 (\$217,322.49), which is a partial payment due M/A-COM under the terms of the payment schedule set forth in the contract, at the next meeting of the Harrison County Board of Supervisors, or as soon thereafter as may be practicable, all in accordance with the terms of the contract.

RESOLVED on this the 21st day of April, 2003.

The above and foregoing Resolution pertaining to M/A-COM Invoice No. MEMINV16TH was introduced by Commissioner Wayne Payne, who moved the adoption of same. Said Motion was seconded by Commissioner George Bass. Upon being put to vote, the results were as follows:

Chief RICH MARVIL, Pass Christian Fire Department	<u>ABSENT</u>
Chief BRUCE DUNAGAN, Biloxi Police Department (Proxy, Rodney McCalister)	<u>A/E</u>
Sheriff GEORGE H. PAYNE, JR., Harrison County Sheriff's Dept. (Proxy, Walter Pitts)	<u>A/E</u>

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

LINDA ROUSE, Harrison County Civil Defense	<u>AYE</u>
Chief GEORGE MIXON, Harrison County Fire Services	<u>ABSENT</u>
Chief WAYNE PAYNE, Gulfport Police Department	<u>AYE</u>
Chief PAT SULLIVAN, Gulfport Fire Department	<u>AYE</u>
BOBBY SPAYDE, 1st Judicial District	<u>AYE</u>
JEFF TAYLOR, 2nd Judicial District	<u>AYE</u>
STEVE FORD, County at Large	<u>AYE</u>
STEVE DELAHOUSEY, Emergency Medical Services	<u>AYE</u>
HARLEY SHINKER, Long Beach Police Department	<u>AYE</u>
GERALD SMITH, D'Iberville Fire Department	<u>AYE</u>
JOHN DUBUISSON, Pass Christian Police Department	<u>ABSENT</u>
KATHY FICK, Mississippi Highway Patrol	<u>ABSENT</u>
CHIEF GEORGE BASS, Long Beach Fire Department	<u>AYE</u>
CHIEF DAVID ROBERTS, Biloxi Fire Department	<u>AYE</u>

WHEREUPON, Chairman Steve Delahousey declared the motion carried and the resolution adopted on the 21st day of April, 2003.

**HARRISON COUNTY EMERGENCY
COMMUNICATIONS COMMISSION**

BY: Steve J. Delahousey

ATTEST:

Robert B. Barlow

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING CLAIMS DOCKET FOR SERVICES PROVIDED TO
THE HARRISON COUNTY EMERGENCY COMMUNICATIONS
COMMISSION, AS APPROVED BY THE 911 COMMISSION AT THE
APRIL 21, 2003 MEETING, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE claims docket for services provided to the Harrison County Emergency Communications Commission, as approved by the 911 Commission at the April 21, 2003 meeting, as listed:

- a) Fullhouse Venture Company, L.P. in the amount of \$1,054.17 for rental of the storage warehouse for the month of April 2003, payable from 097-287-530.
- b) Dukes, Dukes, Keating & Faneca in the amount of \$4,856.25 for legal services provided, payable from 097-287-550.
- c) Clifford, Harvey & Culumber, P.A., \$4,985.00 for accounting services to provide the 911 Commission Business Plan, payable from 097-287-551.
- d) Guild-Hardy Architect, P.A. in the amount of \$32,550.00 for needs assessment / feasibility study (100% complete) of the 911 consolidated dispatch center, payable from 097-287-556.
- e) National Emergency Number Association in the amount of \$25.00 for posting of the 911 Executive Director job opening on the NENA web site, payable from 097-287-521.
- f) Moses Engineers in the amount of \$49,795.28 for telecommunication services for the 911 radio system, payable from 305-109-555

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

**MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM**

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

**ORDER ACCEPTING REIMBURSEMENT CHECKS IN THE TOTAL
AMOUNT OF \$64.80 FOR SERVICES PROVIDED BY THE ROAD
DEPARTMENT, AND APPROVING SAID BUDGET AMENDMENTS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT reimbursement checks in the total amount of \$64.80 for services provided by the Road Department. It is further,

ORDERED that the Board does HEREBY APPROVE said budget amendments.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER ADJUDICATING THE BURIAL OF FOUR FARM ANIMALS,
TWO IN SUPERVISOR'S VOTING DISTRICT THREE, AND TWO IN
SUPERVISOR'S VOTING DISTRICT FIVE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ADJUDICATE the burial of four farm animals, two in Supervisor's Voting District Three, and two in Supervisor's Voting District Five.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion *carried and the order adopted*.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER ADJUDICATING OVERTIME IN THE ROAD DEPARTMENT
AS PER LIST ON FILE WITH THE CLERK OF THE BOARD, AND
APPROVING SAID BUDGET AMENDMENTS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ADJUDICATE overtime in the Road Department as per list on file with the Clerk of the Board. It is further,

ORDERED that the Board does HEREBY APPROVE said budget amendments.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **LARRY BENEFIELD** moved adoption of the following:

ORDER APPROVING TERMINATIONS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE terminations, as listed:

- a) Cheryl Armstrong, Board of Supervisors, Administrative Secretary, effective 04/08/2003.
- b) Timothy Smith, Road/Woolmarket Work Center, Equipment Operator III, effective 04/10/2003.
- c) Gilbert Dantin, Road/Long Beach Work Center, Equipment Operator II, effective 03/31/2003 (deceased.)

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

**MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM**

Supervisor **LARRY BENEFIELD** 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:

- a) Charles Bunn, Sand Beach, Equipment Operator I, effective 04/04/2003.
- b) Benny Powell, Building & Grounds, Asst. Supervisor, effective 01/20/2003.
- c) Guy Paige, Road/Lyman WC, Equipment Operator I, effective 04/15/2003.
- d) Romelle Northrop, District Attorney's Office, Clerk/Worthless Check Division, effective 05/02/2003.
- e) Marlon Jones, Community Civic/Isaiah Fredricks's, Assistant Superintendent, effective 05/31/2003.
- f) Lisa Narter, Tourism, Media Relations Assistant Manager, effective 05/02/2003.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER AUTHORIZING THE ADVERTISEMENT FOR THE MEDIA
RELATIONS, ASSISTANT MANAGER POSITION WITH HARRISON
COUNTY TOURISM (FILLING THE POSITION VACATED BY LISA
NARTER WHO RESIGNED EFFECTIVE 05/02/03)**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the advertisement for the Media Relations, Assistant Manager position with Harrison County Tourism (filling the position vacated by Lisa Narter who resigned effective 05/02/03.)

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER CONCURRING 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 County Administrator on replacements and changes, as listed:

a) Brandon Bates, Mosquito Control, Mosquito Sprayer/Truck Driver/ Inspector, Temporary Full-Time at a rate of \$637.00 bimonthly, effective 4/14/2003, filling in for Dennis Ulrich.

b) Richard Mahand, Sand Beach, Equipment Operator I, Temporary Seasonal at a rate of \$9.00 per hour, effective 4/09/2003.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER CONCURRING WITH ROAD DEPARTMENT ON
REPLACEMENTS AND CHANGES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR with Road Department on replacements and changes, as listed:

a) Margaret Johnson, Bridge & Traffic, Bridge Tender, transferring into Ellen Penton's pay slot, going from \$754.03 bimonthly to \$914.00 bimonthly, effective 4/16/2003.

b) Ronnie Cuevas, Road/Woolmarket Work Center, Equipment Operator III, transferring into Tim Smith's pay slot, going from \$974.61 bimonthly to \$1089.14 bimonthly, effective 4/15/2003.

c) Michael Schonewitz, Road/Woolmarket Work Center, Equipment Operator II, transferring into Parks & Recreation into Ronnie Cuevas's pay slot going from \$758.33 bimonthly to \$974.61 bimonthly, effective 4/15/2003.

d) Edmond Bradley, Road/Orange Grove Work Center, status change going from Equipment Operator II to Equipment Operator III, going from \$974.61 bimonthly to \$1089.18 bimonthly, effective 5/01/2003; position was approved but never filled.

e) Michael Pavolini, Road Long Beach Work Center, status change going from Equipment Operator II to Equipment Operator III, going from \$974.61 bimonthly to \$1089.14 bimonthly, effective 4/16/2003, replacing Ted Rouse who was making \$1089.14 bimonthly.

f) Billy Billingsley, Road/Lyman Work Center, Equipment Operator III, regular full-time at a rate of \$1089.14 bimonthly, effective 4/16/2003, replacing Ronald Bond who was making \$1089.14 bimonthly.

g) Larry Ladner, Road/Long Beach Work Center, Equipment Operator II, regular full-time at a rate of \$974.61 bimonthly, effective 4/16/2003, replacing Gilbert Dantin who was making \$974.61 bimonthly.

h) Daniel Ray, Road/Long Beach Work Center, Equipment Operator II, regular full-time at a rate of \$974.61 bimonthly, effective 4/16/2003, replacing Michael Pavolini who was making \$974.61 bimonthly.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

ORDER APPROVING PAYMENT TO ASSOCIATED ADJUSTERS, INC.
FOR SERVICES RENDERED ON CLAIMS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment to Associated Adjusters, Inc. for services rendered on claims, as listed:

1. \$335.83 on claimant Mark Rozell
2. \$1,427.69 on claimant Gary Goad
3. \$668.10 on claimant Timothy Ackley
4. \$358.05 Bridget Walker
5. \$325.82 on claimant Gena Griffin

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

ORDER APPROVING PAYMENT OF ACCIDENT RELATED CLAIMS, AS LISTED, TO BE PAID FROM THE TORT ACCOUNT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of accident related claims, as listed, to be paid from the Tort Account:

1. \$170.04 to June Pabst, as recommended by Safety Officer Andy Guerra.
2. \$1,113.62 to Kyle Kulow, as recommended by Safety Officer Andy Guerra.
3. \$317.68 to Valerie Carlisle, as recommended by Safety Officer John Venus.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER AUTHORIZING THE ADVERTISEMENT OF NOTICE OF
 INVITATIONS FOR BIDS FOR TERM BID GROUPS A - Z-2, TO BE
 EFFECTIVE FROM 7/01/2003 THROUGH 12/31-2003, AND FOR
 7/01/2003 THROUGH 6/30/2004**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the advertisement of Notice of Invitations for bids for term Bid Groups A - Z-2, to be effective from 7/01/2003 through 12/31-2003, and for 7/01/2003 through 6/30/2004.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

The Sheriff's representative reported that 1,002 persons are currently housed in the Harrison County Jail Facilities.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

ORDER APPROVING PURCHASE OF ONE CROWN VICTORIA FROM BUTCH OUSTALET FORD, STATE CONTRACT 070-11-3598, IN THE AMOUNT OF \$19,149.00 WITH OPTION #525 AT \$191.00 FOR A TOTAL OF \$19,340.00, PAYABLE FROM 029-215-915

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does **HEREBY APPROVE** purchase of one Crown Victoria from Butch Oustalet Ford, state contract 070-11-3598, in the amount of \$19,149.00 with option #525 at \$191.00 for a total of \$19,340.00, payable from 029-215-915.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING PURCHASE OF SIXTEEN (16) ARMLESS STACK
CHAIRS AND EIGHTEEN (18) TASK CHAIRS FROM GLOBAL
EQUIPMENT COMPANY (GOVERNMENT PRICING) IN THE TOTAL
AMOUNT OF \$2,402.33, PAYABLE FROM 029-215-919**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE purchase of sixteen (16) armless stack chairs and eighteen (18) task chairs from Global Equipment Company (government pricing) in the total amount of \$2,402.33, payable from 029-215-919.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING THE SOLE SOURCE PURCHASE OF 665
 EMERGENCY BEACON LIGHTS FROM RESPONSE TECHNOLOGY
 CORPORATION IN THE TOTAL AMOUNT OF \$3,117.00, PAYABLE
 FROM 125-453-695**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the sole source purchase of 665 emergency beacon lights from Response Technology Corporation in the total amount of \$3,117.00, payable from 125-453-695. The lights will be used by Senior Citizens under TRIAD Grant. The sole source certification is as follows:

**EMERGENCY
 BEACON**

The Emergency Beacon is a product of

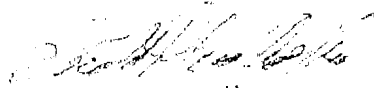
Response Technology Corporation
 1907 Courthouse Road • Stafford, VA 22554
 800-448-6607 • FAX: 540-667-6380
 www.emergencybeacon.com

April 25, 2003

Harrison County TRIAD
 Fran Palmer

Dear Sir or Madam:

We at Response Technology Corporation are the sole supplier of THE EMERGENCY BEACON LIGHT BULB. As of this date there are no other contractual distributors in the state of Mississippi.



Gerald D. Walkos, President
 Response Technology Corporation
 1907 Courthouse Road
 Stafford, VA 22554



The Emergency Beacon is recognized by the National Crime Prevention Council



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI


MAY 2003 TERM

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

**ORDER APPROVING PURCHASE OF A LAPTOP COMPUTER FROM
LOW QUOTE SUBMITTED BY OFFICE DEPOT IN THE AMOUNT OF
\$1,397.57 FOR USE BY THE SHERIFF'S DEPARTMENT, PAYABLE
FROM 030-267-919**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE purchase of a laptop computer from low quote submitted by Office Depot in the amount of \$1,397.57 for use by the Sheriff's Department, payable from 030-267-919, said quotes being as follows:

Office Depot



What you need. What you need to know.

[About Our New Site!](#) | [Give us your feedback](#) | Login Password

Home | Tech Depot | Janitation Depot | Ink Depot

Office Supplies | Furniture | Technology | Business Center | Customer Service | Compan

Home > Technology > Computers & Monitors > Hewlett-Packard Notebook PCs

Search Tools


Search by Brand

Find Printer Supplies


Manufacturer

Find a Store

Zip



Hewlett-Packard® Presario 2120US Notebook Computer With AMD® Mobile Athlon™ XP 2000+ Processor 1.67GHz



The HP Presario 2120US is a full-featured road-warrior laptop that has all the features of a business desktop PC. It starts with the AMD Mobile Athlon XP 2000+ processor. Add to that 512MB of DDR RAM, a 40GB hard drive and a 15-inch screen with XGA resolution. With all this and its built-in Wi-Fi (IEEE 802.11b) card, your office can be anywhere. You can safely and securely surf the Internet at your home or at the local coffee shop that has a network cloud. You'll never be out of touch!

Software Included: Microsoft Works 6.0, Quicken Financial Center, Microsoft Money 2002, Microsoft Firewall and Norton AntiVirus 2002 — to help you manage your finances in a safe, secure environment.

Item#	List Price	Our Price	Units	Quantity	
599527	\$1,729.00	\$1,397.57	each	<input type="text"/>	Low Availability

View Cart | Check Out

Order Tracking | Order by Item # | My Account | My Shopping Lists | Request a Catalog | Apply for Credit Card



Product Details

Item #	599527
Manufacturer #	n/a
average battery life	12 31/32"
depth	15"
diagonal screen size	ATI Mobility Radeon
graphics/video chip	64MB
graphics/video memory	40GB
hard drive capacity	56K ITU V.92
internal modem type	active matrix (TFT)
LCD screen type	Hewlett-Packard
manufacturer	1.0GB
maximum memory upgrade	DDR SDRAM
memory type	Presario 2120US
model name	touchpad
mouse pointer type	Windows XP Professional
operating system	

[Compare](#) | [Add To List](#) | [Add To Cart](#)

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

optional integrated drives	DVD-ROM/CD-RW
port type	Ethernet (RJ-45); parallel; serial; S-video; 2 USB
processor speed	1.67GHz
processor type	AMD Mobile Athlon XP 2000+
RAM	512MB
screen resolution	1024 x 768
software included	MS Works 6.0; Quicken Financial Center; MS Money 2002; MS Firewall; Easy CD Creator; WinDVD; Norton AntiVirus 2002
sound hardware type	Sound Blaster compatible 16-bit
speakers	integrated
system bus	266 MHz
thickness	1 9/16"
warranty	1-year limited
width	10 23/32"

Site Info:	Other Depots:	Customer Service:	Company Info:	Specials:
Site Map Terms of Use Privacy Policy	Janitation Depot Tech Depot Office Depot en Español	Delivery Apply for a Credit Card Catalog Request	Affiliate Program Jobs International More	Super Values Rebate Center Advertised Specials

Prices shown are in U.S. Dollars. Please login for country specific pricing. Copyright ©2003 by Office Depot, Inc. All rights reserved.
Prices are subject to change based on your location.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM



EPL Interactive



Products Vendors PDF Files

EPL Help Desk

Category: **PORTABLES**

DELL - LATITUDE C840 P4 1.8GHZ

Vendor: **DELL RESELLER GROUP**

Enterprise or Performance: **ENTERPRISE**

Processor Type: **P4**

Base Cost: **\$1560.00**

3293-A -Micro EPL

Expires April 30, 2003 - \$100,000 Limit

Cycle: November 2002 through April 2003

EPL Product Reference: # 3293-A - 43

Manufacturer	DELL
Processor Generation	INTEL P4
Mobile vs Desktop Processor	USING MOBILE PROCESSOR
Cache	512
Speed (GHz)	1.80
Base RAM (MB)	256
Maximum RAM Capacity (MB)	1024
Base HD Size (GB)	20
Base Video RAM	32MB INTEGRATED VIDEO
Display Diagonal (inches)	15.0
Screen Resolution	1400 X 1050
Diskette Drive Type	3.5 INCH
Optical Drive Type	CD ROM
Parallel Port	INTEGRATED INTO MAIN UNIT
Serial Port	INTEGRATED INTO MAIN UNIT
PC Slots	TWO TYPE II/ONE TYPE III
USB Port	2
Base Operating System (Include any costs to change to another OS)	STANDARD WITH WINDOWS 2000 SP3; UPGRADE TO WINDOWS XP AT NO ADDITIONAL CHARGE
Warranty Description	BASE WARRANTY: 3YR ONSITE NEST BUSINESS

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

DAY , UPGRADE TO
 COMPLETE CARE
 ADDITIONAL \$99

		COST	QUANTITY	TOTAL
Product Name and Model #	LATITUDE C840 P4 1.8GHZ - 221-1590	\$1560.00	1	\$1560.00
RAM Upgrade #2	UPGRADE TO 512MB - 311-1634	\$100.00	1	\$100.00
HD Upgrade Option #1	30 - 340-3017	\$55.00		\$0
HD Upgrade Option #2	40 - 340-3962	\$140.00	1	\$140.00
Upgrade Base Optical Drive	DVD - 313-1058	\$90.00		\$0
Add Second Optical Drive	CD-RW - 313-1114	\$142.00		\$0
Modem/NIC Combo Card	MINI-PCI -	\$INC		\$0
NIC - Wireless	WIRELESS 802.11B INTEGRATED OR PC CARD - 430-3569	\$80.00		\$0
Not-to-exceed for Carrying Case - \$50		\$50.00		\$0
Port Replicator/Docking Station #1	ADVANCED PORT REPLICATOR - 310-4601	\$180.00		\$0
Port Replicator/Docking Station #2	DOCKING STATION (INCLUDES OPTICAL BAY) - 310-4562	\$360.00		\$0
Option #1	ADDITION 8 CELL LIION BATTERY - 312- 0110	\$95.00		\$0
Option #2	REPLACE CD WITH CDRW/DVD COMBO - 313-1174	\$190.00	1	\$190.00
Option #3	UPGRADE TO 1.0GHZ RAM (NOT AVAILABLE ON LAT C510) - 311-1373	\$450.00		\$0

Total: \$ 1990.00

* Call vendor to see if drives are internal, external, swappable, etc.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING SOLE SOURCE PURCHASE OF 250 REFLECTIVE
LETTERS AND 685 BLANKS FROM INTERSTATE SIGN PRODUCTS,
INC. IN THE TOTAL AMOUNT OF \$4,602.52, PAYABLE FROM
125-453-695**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE sole source purchase of 250 reflective letters and 685 blanks from Interstate Sign Products, Inc. in the total amount of \$4,602.52, payable from 125-453-695; TRIAD grant. The sole source certification is as follows:

INTERSTATE SIGN PRODUCTS
P.O. BOX 187 CRESTLINE, OH 44827
1-800-344-0528

To: Fran Palmer
Harrison County Sheriff's Dept.
P.O. Box CC
Gulfport, MS 39502

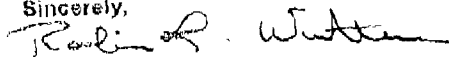
April 28, 2003

Dear Ms. Palmer:

Thank you for the opportunity to place a bid on your sign project per Pat Harvey's office. To my knowledge, we are the only company that produces signs for this type of project. If you have any questions please call us at 1-800-344-0528.

Thanks again for your invitation to bid on this project.

Sincerely,



Robin L. Wittmer, President
Interstate Sign Products, Inc.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **CONNIE M. ROCKCO** 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 claims docket, per statute, as follows:

FUND	DESCRIPTION	BEGINNING CLAIM	ENDING CLAIM
001	GENERAL COUNTY	6205	6712
002	SPECIAL LEVY REAPP (ESCROW)	196	221
030	FEDERAL GRANT	153	164
061	RSVP FEDERAL	345	497
062	VISTA FEDERAL PROGRAM FUND	1	4
063	CACFP CHILD ADULT CARE FOOD PROG.	3	4
096	REAPPRAISAL FUND	62	66
097	EMERGENCY 911 FUND	156	167
098	PORT AND HARBOR	16	16
105	GARBAGE AND SOLID WASTE	15	15
106	VOLUNTEER FIRE	306	335
107	2% UNEMPLOY. COMP. REVOLVING FUND	10	10
110	RECORD MANAGEMENT FUND	29	29
115	SHERIFF'S CANTEEN FUND	104	112
125	STATE TRIAD GRANT	68	73
127	H/C WASTEWATER FUND	21	21
137	HARRISON COUNTY DEVELOPMENS	9	9
150	ROAD FUND	1662	1786
156	ROAD PROTECTION FUND	357	392
160	BRIDGE & CULVERT FUND	156	161
301	CAPITAL PROJECT ROAD FUND	28	29
303	MS DEVELOPMENT BANK \$10M	105	113
305	MS DEVELOPMENT BANK \$15M E-911	11	13
330	G O PUBLIC IMP BD "91" 6M	12	13
650	JUDICIAL ASSESSMENT CLEARING	54	55
655	REGIONAL AIRPORT	14	14
690	COMMUNITY COLLEGE MAINT/SUP	7	7
691	COMMUNITY COLLEGE SUPP/REPAIR	7	7
697	LONG BEACH WATER MGT LB DRAIN	54	64

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

698	D'IBERVILLE W/S DISTRICT	7	7
699	LONG TERM DEBT	7	7

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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 AUTHORIZE payment of claims, as listed:

- a) \$4,000.00 to Gulf Coast Contractors, Inc., Application for Payment No. 2 for work on Underground Storage Tank Removal and Selected Demolition, recommended for payment by Shaw Design Group and payable from 001 100 902.
- b) \$1,007.44 to Guild Hardy Associates Architects, Invoice 02-10-04, Scoring Tower, Concessions Building & Pavilions, Jack and Florence Goldin Sports complex, payable from 303 704 581.
- c) \$67,898.40 to George P. Hopkins, Inc., Application No. 2 for services on Goldin Sports Complex, recommended for payment by Guild Hardy Architects and payable from 303 704 902.
- d) \$6,170.13 to Coast Transit Authority, 1/3 share of 20% local match, Multimodal Project - Gulfport Transit Center, Architectural and Engineering Services, Inv. #6465, payable from 001 100 581.
- e) \$3,638.04 to Coast Transit Authority, 1/3 share of 20% local match, Multimodal Project - Gulfport Transit Center, Property Appraisals, Environmental Assessments, Project Planning, Invoice No. 6452, payable from 001 100 581.
- f) \$9,034.89, Long Beach Water Management District Docket of Claims approved at its April 17, 2003 meeting, submitted by Dukes law firm, as follows: Dukes law firm, \$4,310.80; Riddick Family Trust, \$430.00; Michael Wren, \$40.00; Brett Mallette, \$288.46; Judy Sawyer, \$80.00; Poulos, Hebert & Associates, \$2,250.00; BellSouth, \$51.43; Miss. Power, \$16.53; Center Point Energy, \$36.67; Sam's Club, \$181.00; Cullifer & Associates, \$1,350.00.
- g) \$1,250.00 to Council of Governments for 2003 dues, payable from 001 100 571.
- h) \$8,475.00 to Tri-State Consulting Services, mapping/photography and appraisal bids, and AutoCad 2002 upgrade, invoice #2003-89, payable from 096 153 581.
- i) \$6,400.00 to Tri-State Consulting Services, Inc., Invoice #2003-8, mapping from deeds, payable from 096 153 581.
- j) \$8,400.00 to Tri-State Consulting Services, Inc., consultant services provided to Tax Assessor's office, payable from 096 153 581.
- k) \$33,908.08 to Williams-Stackhouse Incorporated, Invoice #9, retainages withheld from invoices 1 through 8, recommended for payment by Jeff Cooke and payable from 096 153 581.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

l) \$1,190.00 to Eddie M. Bigelow, services rendered to administer the Hazard Mitigation Program, payable from 001 100 581.

m) \$966.67 to Coast Transit Authority, Inv. 6468, 1/3 share of 20% local match, multimodal project - fork lift purchase for hybrid buses, payable from 001 151 902.

n) \$828.50 to Brown & Mitchell, Inc., Inv. #12214, Harrison County Drainage Improvements, payable from 001 100 555.

o) \$1,460.40 to Brown & Mitchell, Inc. Inv. #12215, W. Orange Grove Drainage Systems, payable from 303 702 581.

p) \$4,837.57 to Dukes, Dukes, Keating & Faneca, P.A., for the following administrative files billing for Harrison County Sheriff's Department: Inv. #12354, \$2,897.57, Administrative matters; Inv. #12355, \$1,940.00, Civil Service matters;

q) \$13,448.53 to Meadows Riley Law Firm, general County billing for month of April 2003.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER AUTHORIZING PAYMENT OF TORT CLAIMS PAYABLE FROM
THE TORT ACCOUNT, AS RECOMMENDED BY ATTORNEY KAREN J.
YOUNG, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE payment of tort claims payable from the tort account, as recommended by attorney Karen J. Young, as listed:

a) \$368.50 to Coast-Wide Reporters for deposition of Brett Alexander in the matter of *Lowery v. Harrison County, et al.*

b) \$159.50 to Coast-Wide Reporters for deposition of Carl Miles, in the matter of *Lowery v. Harrison County, et al.*

c) \$79.50 to Coast-Wide Reporters for deposition of Richard E. Bazzell, Jr., in the matter of *Bazzell v. Harrison County, et al.*

d) \$8,534.25 to Benedict Engineering Company, Inc., expert witness preparation for trial in matter of *Estate of Robin Clark Irby v. Harrison County, et al.*

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING TOTAL PAYMENT OF \$124,875.00 TO
 ADVANCED BUSINESS SYSTEMS LLC FOR SERVICES RENDERED AND
 AS RECOMMENDED FOR PAYMENT BY PROJECT MANAGER,
 BRENDA BAREFOOT, COUNTY ADMINISTRATOR, PAMELA J.
 ULRICH, AND CHANCERY CLERK, JOHN MCADAMS, PAYABLE FROM
 001 110 922, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE total payment of \$124,875.00 to Advanced Business Systems LLC for services rendered and as recommended for payment by Project Manager, Brenda Barefoot, County Administrator, Pamela J. Ulrich, and Chancery Clerk, John McAdams, payable from 001 110 922, as listed

a) \$49,500.00, Invoice #11-1894, second payment for Internet Imaging Project per Milestone Agreement, Prototype E Commerce Application dated 03/07/2003 (\$55,000.00 less 10% retainage).

b) \$61,875.00, Invoice #11-1952, third payment for Internet Imaging Project per Milestone Agreement, Production E-Commerce Application (\$68,750.00 less 10% retainage).

c) \$13,500.00, Invoice #11-1941, delivery of first MODCA Conversion Platter per Milestone Agreement (\$15,000.00 less 10% retainage).

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

ORDER APPROVING REFUND FOR TAXES PAID IN ERROR, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE refund for taxes paid in error, as listed:

a) \$908.89 to James R. and Linda L. Lowery, Parcel 0608D-01-034.000, Class 1 and homestead credit deleted in error.

b) \$94.29 to Thomas W. Matthews, Parcel 1207N-01-015.000, Class 1 and homestead credit left off.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

**MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM**

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER AUTHORIZING REDEMPTIONS FOR ERRONEOUS TAX SALES,
AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE redemptions for erroneous tax sales, as listed:

FIRST JUDICIAL DISTRICT - JOHN McADAMS

- a) \$460.11, Parcel 0412A-03-002.000, non-profit organization.
- b) \$104.94, Parcel 1007M-01-023.000, Mississippi Transportation Commission.
- c) \$150.83, Parcel 0907I-05-021.000, Biloxi River Baptist Church.
- d) \$668.05, Parcel 0412N-01-061.000, class change.
- e) \$8,224.65, Parcel 0612G-02-022.000, exempt church property.
- f) \$449.70, Parcel 0810C-04-018.000, H.E. & 10% left off.

SECOND JUDICIAL DISTRICT - JOHN McADAMS

- a) \$2,806.58, Parcel 1108J-01-002.014, 10% & H.E. left off.
- b) \$276.36, Parcel 1410J-06-087.000, exempt property.
- c) \$292.23, Parcel 1410J-06-079.000, exempt property.
- d) \$227.56, Parcel 1410J-06-081.000, exempt property.
- e) \$148.51, Parcel 1410F-04-018.000, church property exempt.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER AUTHORIZING ISSUANCE OF DUPLICATE WARRANTS, AS
LISTED, PER CERTIFICATES AND AFFIDAVITS ON FILE WITH THE
CHANCERY CLERK**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE issuance of duplicate warrants, as listed, per certificates and affidavits on file with the Chancery Clerk .

a) \$142.80 to Advanced Drainage Systems, Inc.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF AUDITED FINANCIAL
REPORT OF HARRISON COUNTY SCHOOL DISTRICT FOR THE YEAR
ENDING JUNE 30, 2002, SUBMITTED BY WRIGHT, WARD, HATTEN
& GUEL, CERTIFIED PUBLIC ACCOUNTANTS, 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 Audited Financial Report of Harrison County School District for the year ending June 30, 2002, submitted by Wright, Ward, Hatten & Guel, certified public accountants, same being on file with the Clerk of the Board.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER AUTHORIZING DISPOSAL OF SUPPORTING
DOCUMENTATION FOR REDEEMED TAX SALES FOR TAX YEAR
1998 AND ANY EARLIER YEARS, PER RETENTION SCHEDULE GSC
01-44 APPROVED BY LOCAL GOVERNMENT RECORDS COMMITTEE
ON OCTOBER 15, 2002 AND ADOPTED BY THE BOARD OF
SUPERVISORS ON OCTOBER 28, 2002**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE disposal of supporting documentation for redeemed tax sales for tax year 1998 and any earlier years, per Retention Schedule GSC 01-44 approved by Local Government Records Committee on October 15, 2002 and adopted by the Board of Supervisors on October 28, 2002.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER ACKNOWLEDGING RECEIPT OF CHECK NUMBER 6226 FOR
\$215,561.63, RECEIVED APRIL 15, 2003 FROM GAYLE PARKER,
REPRESENTING THE AMOUNT IN EXCESS OF THE FEE CAP FOR
2002 FOR THE CIRCUIT CLERK'S OFFICE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of check number 6226 for \$215,561.63, received April 15, 2003 from Gayle Parker, representing the amount in excess of the fee cap for 2002 for the Circuit Clerk's office.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER SPREADING ON THE MINUTES OF THE BOARD THE
EXECUTED CONTRACT BETWEEN HARRISON COUNTY AND SMITH
CONSTRUCTION, INC. FOR THE LONG BEACH INDUSTRIAL PARK
IMPROVEMENTS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES OF THE BOARD the executed contract between Harrison County and Smith Construction, Inc. for the Long Beach Industrial Park Improvements, the bid having been awarded on March 24, 2003, said contract being as follows:

SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

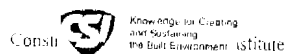


PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (C-700, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (C-200, 2002 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Commentary on EJCDC Construction Documents. See also Guide to the Preparation of Supplementary (C-800, 2002 Edition).

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2715

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Introduction

This Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Guide to the Preparation of Instructions to Bidders ("Instructions") (C-200, 2002 Edition) and with the Standard General Conditions of the Construction Contract ("General Conditions") (C-700, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. For guidance in the preparation of Supplementary Conditions and coordination with Instructions to Bidders, see Guide to the Preparation of Supplementary Conditions ("Supplementary Conditions") (C-800, 2002 Edition). See also Suggested Bid Form ("Bid Form") (C-410, 2002 Edition). The EJCDC has not prepared a suggested form of Advertisement or Invitation to Bid because such documents will vary widely to conform to statutory requirements.

This form and the other Bidding Documents prepared and issued by the EJCDC assume acceptance of the Project Manual concept of the Construction Specifications Institute which provides for an organizational format for location of all bound documentary information for a construction project, namely: Bidding Requirements (which term refers to the Advertisement or Invitation to Bid, the Instructions, and any Bid Form that may be suggested or prescribed, all of which provide information and guidance for all Bidders) and the Contract Documents (defined in Article 1 of the General Conditions), which include the Agreement, bonds and certificates, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications. The Bidding Requirements are not considered part of the Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive retyping. (The terms "Bidding Documents" and "Bidding Requirements" are defined in Article 1 of the General Conditions.) The Project Manual concept is explained in the Manual of Practice issued by the Construction Specifications Institute.

Suggested language is presented herein with "Notes to User" to assist in preparing the Agreement. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. The suggested language has been coordinated with the other standard forms produced by the EJCDC. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of language usage and make appropriate revisions in all affected documents.

Refer to the discussions in EJCDC's Recommended Competitive Bidding Procedures for Construction Projects ("Bidding Procedures") (No. 1910-9-D, 1987 Edition) (to be reissued in 2002) on the particular paragraphs of which frequent reference is made below.

For brevity, paragraphs of the Instructions to Bidders are referenced with the prefix "I," those of the Bid Form are referenced with the prefix "BF," and those of this Agreement are referenced with the prefix "A."

NOTES:

1. EJCDC publications may be ordered from:

NSPE headquarters
 1420 King Street
 Alexandria VA 22314-2715
 703-684-2800
www.nspe.org

ASCE headquarters
 1801 Alexander Bell Drive
 Reston, VA 20191-4400
 800-548-2723
www.asce.org

ACCEC headquarters
 1015 15th Street NW
 Washington DC 20005
 202-347-7474
www.accec.org

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

EJCDC
 SUGGESTED FORM OF AGREEMENT
 BETWEEN OWNER AND CONTRACTOR FOR
 CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between

Harrison County Board of Supervisors
 P.O. Drawer CC
 Gulfport, MS 39502

(Owner) and

Smith Construction, Inc.
 11238 Dobson Road
 Gulfport, MS 39503

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Long Beach Industrial Park Improvements

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Long Beach Industrial Park Improvements

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Knesal Engineering Services, Inc.

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. ~~The Work will be substantially completed on or before _____, _____, and completed and ready for final payment in accordance with Paragraph 4.07 of the General Conditions on or before _____, _____.~~

for

4.03 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 4.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$400.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

NOTES TO USER

- 1. Where failure to reach a Milestone on time is of such consequence that the assessment of liquidated damages for failure to reach one or more Milestones on time is to be provided, appropriate amending or supplementing language should be inserted here.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ (\$ _____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 4.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
See Bid Proposal "Section 00301" Attached as Exhibit C - (Base Bid Only)					
TOTAL OF ALL ESTIMATED PRICES					
					<u>\$246,655.60</u>
				(words)	(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

NOTES TO USER

1. *If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions. See BF-4.*
2. *Depending upon the particular Bid Form used, use A-5.01 A alone, A-5.01 A and A-5.01 B together, A-5.01 B alone, or A-5.01 C alone, deleting those not used and renumbering accordingly. If A-5.01 C is used, Contractor's Bid is attached as an exhibit and listed in A-9.*

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

6.05 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of N/A percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

NOTES TO USER

1. *If the reports and/or drawings referred to in A-8.01 D do not exist, either modify A-8.01 D or delete A-8.01 D and renumber accordingly.*

*Estimates shall be closed off on the 25th of each month, and then submitted to the Engineer. If the estimate is sufficient to be verified by the Engineer, it will be submitted to the Project Administrator for his approval. Upon approval it will be submitted to the Owner for approval by the Board of Supervisors at their regular scheduled meeting, and then submitted to the Mississippi Development Authority for approval and payment dispersed to the Owner. The Owner will then make the progress payment to the Contractor shortly thereafter.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

F. Contractor has obtained and carefully studied for assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

NOTES TO USER

1. If the reports and/or drawings referred to in A-S.01.D do not exist, delete the phrase "additional or supplementary" in the first sentence of A-S.01.E.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following
1. This Agreement (pages 520-1 to 520-7 inclusive).
 2. Performance bond (pages 610-1 to 610-2, inclusive). Exhibit A
 3. Payment bond (pages 615-1 to 615-2, inclusive). Exhibit B
 4. Other bonds (pages N/A to _____, inclusive)
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 5. General Conditions (pages 700-1 to 700-41, inclusive).
 6. Supplementary Conditions (pages 800-1 to 800-5, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

8. Drawings consisting of 8 sheets with each sheet bearing the following general title: Long Beach Industrial Park Community Development Block Grant Improvements [or] the Drawings listed on attached sheet index
9. Addenda 1 (numbers 1 to 17, inclusive).
 Addenda 2 (numbers 1 to 2, inclusive).
 Addenda 3 (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
- a. Contractor's Bid (pages 301-1 to 301-8, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages to , inclusive).
 - c. Section 900 – CDBG Provisions.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages 550-1 to 550-1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

10.01 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

NOTES TO USER

1. If Owner intends to assign a procurement contract (for goods and services) to the Contractor, see Notes to User at Article 23 of Suggested Instructions to Bidders for Procurement Contracts (EJCDC No. P-200, 2000 Edition) for provisions to be inserted in this Article.

2. Insert other provisions here if applicable.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

NOTES TO USER

1. See I-21 and correlate procedures for format and signing between the two documents.

This Agreement will be effective on 4/14, 2003 (which is the Effective Date of the Agreement).

OWNER:
 Harrison County Board of Supervisors

CONTRACTOR:
 Smith Construction, Inc.

By: *Marlin J. Palmer*
 Title: President

By: *Katherine Smith*
 Title: Vice President

[CORPORATE SEAL]
 Attest: *[Signature]*
 Title: Clerk of the Board

[CORPORATE SEAL]
 Attest: *[Signature]*
 Title: office manager

Address for giving notices:

Address for giving notices:

P.O. Drawer CC

11238 Dobson Road

Gulfport, MS 39502-0860

Gulfport, MS 39503

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____ (Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ARTICLE 9 - CONTRACT DOCUMENTS

EXHIBIT "A"
PERFORMANCE BOND

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable

CONTRACTOR (Name and Address):
 Smith Construction
 11238 Dobson Road; Gulfport, MS 39503

OWNER (Name and Address):
 Harrison County Supervisors
 P.O. Drawer CC
 Gulfport, MS 39502

SURETY (Name and Address of Principal Place of Business):
 United States Fidelity and Guaranty Company
 (A Minnesota Corporation)
 143 LeFluers Square
 Jackson, MS 39211

CONTRACT
 Date: 04/14/2003
 Amount: \$271,871
 Description (Name and Location): Harrison County, State of Mississippi Long Beach Industrial Park Improvements; Community Development Block Grant, Project #99-024-ED-IF01. Work is doing asphalt, water line and storm drain for Harrison County Supervisors

BOND
 Bond Number: SE4382
 Date (Not earlier than Contract Date): 04/14/2003
 Amount: \$271,871
 Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
 Company: Smith Construction
 Signature: *Katherine Smith*
 Name and Title: Katherine Smith
 vice President

SURETY
 United States Fidelity and Guaranty Company (Seal)
 Surety's Name and Corporate Seal
 By: *Margie Hewitt*
 Signature and Title: Attorney-in-Fact
 (Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: *Deborah R. Rubin*
 Signature and Title: Account Manager

CONTRACTOR AS PRINCIPAL
 Company:
 Signature: _____ (Seal)
 Name and Title:

SURETY
 _____ (Seal)
 Surety's Name and Corporate Seal

By: _____
 Signature and Title
 (Attach Power of Attorney)

Attest: _____
 Signature and Title:

EJCDC No. C-610 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM



POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 20994

Certificate No. 62415

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

R.D. Portwood, III, Ronald W. Myrick, Margie E. Hewitt and Steven E. Lee

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed this 28th day of September 1999

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



Michael B. Keegan
MICHAEL B. KEEGAN, Vice President

Michael R. McKibben
MICHAEL R. MCKIBBEN, Assistant Secretary

State of Maryland
City of Baltimore

On this 28th day of September, 1999, before me, the undersigned officer, personally appeared Michael B. Keegan and Michael R. McKibben, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal
My Commission expires the 13th day of July, 2002.



Rebecca Easley-Onokala
REBECCA EASLEY-ONOKALA, Notary Public

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ARTICLE 9 – CONTRACT DOCUMENTS

EXHIBIT "B"
PAYMENT BOND

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Smith Construction
11238 Dobson Road; Gulfport, MS 39503

OWNER (Name and Address):
Harrison County Supervisors
P.O. Drawer CC; Gulfport, MS 39502

SURETY (Name and Address of Principal Place of Business):
United States Fidelity and Guaranty Company
(A Minnesota Corporation)
143 LeFluere Square
Jackson, MS 39211

CONTRACT
Date: 04/14/2003
Amount: \$271,871
Description (Name and Location): Harrison County, State of Mississippi Long Beach Industrial Park Improvements; Community Development Block Grant, Project #99-024-ED-IF01. Work is doing asphalt, water line and storm drain for Harrison County Supervisors

BOND
Bond Number: SE4381
Date (Not earlier than Contract Date): 04/14/2003
Amount: \$271,871
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: Smith Construction
Signature: Katherine Smith (Seal)
Name and Title: Katherine Smith
Vice President

SURETY
United States Fidelity and Guaranty Company
Surety's Name and Corporate Seal
By: Margie Hewitt
Signature and Title Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: Deborah L. Lakin
Signature and Title Account Manager

CONTRACTOR AS PRINCIPAL
Company:
Signature: _____ (Seal)
Name and Title: _____

SURETY

Surety's Name and Corporate Seal (Seal)
By: _____
Signature and Title
(Attach Power of Attorney)
Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

BID PROPOSAL

Date 2-26-03

Proposal of Alvin Smith

(hereinafter called "Bidder"), organized and existing under the laws of the State of MS, doing business as Smith Construction, Inc.*

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner"),
 Gentlemen.

The Bidder, in compliance with your invitation for bids for

HARRISON COUNTY
 STATE OF MISSISSIPPI
 LONG BEACH INDUSTRIAL PARK IMPROVEMENTS
 COMMUNITY DEVELOPMENT BLOCK GRANT
 Project No. 99-024-ED-IF01

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions

Bidder acknowledges receipt of the following addenda:

1, 2, 3

* Insert corporation, partnership or individual as applies

BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES

COMPLETE UNIT PRICE IN WORDS AND FIGURES UNDER ITEM DESCRIPTION AND THE EXTENSION (UNIT PRICE X QUANTITY) IN FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

BIDDER AGREES TO PERFORM ALL WORK DESCRIBED IN THE SPECIFICATIONS AND SHOWN ON THE PLANS FOR THE FOLLOWING UNIT PRICES.

Item No.	Item Description with Unit of Measure	Approx. Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$16,500.00	\$16,500.00
	<u>Sixteen Thousand Five Hundred dollars</u> Unit Price in Words				
2	Clearing & Grubbing	2.75	AC	\$3,500.00	\$9,625.00
	<u>Three Thousand Five Hundred dollars</u> Unit Price in Words				
3	Stripping (FM based on 6" thick)	1.057	CY	\$3.25	\$3,435.25
	<u>Three dollars & Twenty Five Cents</u> Unit Price in Words				
4	Excavation and Disposal of Unsuitable and/or Excess Material - FM	100	CY	\$7.50	\$750.00
	<u>Seven dollars & Fifty Cents</u> Unit Price in Words				
5	Imported Material (Max. 12% passing no. 200 sieve) - FM	100	CY	\$5.00	\$500.00
	<u>Five dollars</u> Unit Price in Words				
6	Unclassified Excavation - FM	1,400	CY	\$3.25	\$4,550.00
	<u>Three dollars & Fifty Cents</u> Unit Price in Words				
7	Fill Existing Ditch with Unclassified Excavation, including compaction	1,725	CY	\$6.25	\$10,781.25
	<u>Six dollars & Twenty Five Cents</u> Unit Price in Words				

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

18 8" x 24" Tee with Curb Stop 2 EA \$ 214.00 \$ 428.00

Two Hundred & Fourteen dollars Unit Price in Words

19 10" Double Check Backflow Preventer 1 EA \$ 10,295.00 \$ 10,295.00

Ten Thousand Two Hundred & Seventy Five dollars Unit Price in Words

20 Fire Hydrant Assembly 1 EA \$ 1,652.00 \$ 1,652.00

One Thousand Six Hundred & Fifty Two dollars Unit Price in Words

21 24" x 36" RCAP 1,000 LF \$ 60.00 \$ 60,000.00

Sixty dollars Unit Price in Words

22 24" RCP 136 LF \$ 30.45 \$ 4,141.20

Thirty dollars & Forty Five Cents Unit Price in Words

23 18" RCP 24 LF \$ 23.65 \$ 553.20

Twenty three dollars & Five Cents Unit Price in Words

24 15" RCP 50 LF \$ 19.95 \$ 987.50

Nineteen dollars & Seventy Five cents Unit Price in Words

25 18" Safety End 1 EA \$ 577.00 \$ 577.00

Five Hundred & Seventy Seven dollars Unit Price in Words

26 24" Safety End 5 EA \$ 778.00 \$ 3,890.00

Seven Hundred & Seventy eight dollars Unit Price in Words

27 24" x 36" FES 1 EA \$ 670.00 \$ 670.00

Six Hundred & Seventy dollars Unit Price in Words

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

28	Catch Basins	5	EA	<u>\$1,800.00</u>	<u>\$9,000.00</u>
	<u>One Thousand Eight Hundred dollars</u> Unit Price in Words				
29	Ditch Excavation, including disposal of material - FM	1,280	CY	<u>\$3.25</u>	<u>\$4,160.00</u>
	<u>Three dollars & Twenty Five Cents</u> Unit Price in Words				
30	Shape Swales	400	LF	<u>\$2.50</u>	<u>\$1,000.00</u>
	<u>Two dollars & Fifty Cents</u> Unit Price in Words				
31	4" Underdrain Sock Pipe, including bedding & backfill with imported material, max 10% passing no. 200 sieve	2,400	LF	<u>\$6.00</u>	<u>\$14,400.00</u>
	<u>Six dollars</u> Unit Price in Words				
32	Underdrain Outlet Concrete Pads	4	EA	<u>\$50.00</u>	<u>\$200.00</u>
	<u>Fifty dollars</u> Unit Price in Words				
33	Underdrain Cleanouts	4	EA	<u>\$300.00</u>	<u>\$1,200.00</u>
	<u>Three Hundred dollars</u> Unit Price in Words				
34	Grassing (unpaved R.O.W., easements, and ditch)	2.5	AC	<u>\$475.00</u>	<u>\$1,187.50</u>
	<u>Four Hundred & Seventy Five dollars</u> Unit Price in Words				

TOTAL BASE BID for LONG BEACH INDUSTRIAL PARK CDBG IMPROVEMENTS PROJECT \$246,655.60

Two Hundred & Forty Six Thousand Six Hundred & Fifty Five DOLLARS & Sixty CENTS
TOTAL BASE BID for LONG BEACH INDUSTRIAL PARK CDBG IMPROVEMENTS PROJECT, in words
(TOTAL BID amount is to be in figures and words. In case of discrepancy, the amount shown in words will govern.)

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ALTERNATE BID ITEM

1A	Clearing & Grubbing	01	AC	<u>\$ 3,500.00</u>	<u>\$ 350.00</u>
	<u>Three Thousand Five Hundred dollars</u> Unit Price in Words				
2A	Stripping (1M based on 6" thick)	93	CY	<u>\$ 3.25</u>	<u>\$ 302.25</u>
	<u>Three dollars & Twenty Five cents</u> Unit Price in Words				
3A	Unclassified Excavation-FM	500	CY	<u>\$ 3.25</u>	<u>\$ 1,625.00</u>
	<u>Three dollars & Twenty Five Cents</u> Unit Price in Words				
4A	Limestone Shoulders	11	CY	<u>\$ 54.00</u>	<u>\$ 594.00</u>
	<u>Fifty Four dollars</u> Unit Price in Words				
5A	Lime-Fly Ash Base (10")	486	SY	<u>\$ 8.00</u>	<u>\$ 3,888.00</u>
	<u>Eight dollars</u> Unit Price in Words				
6A	Asphalt Surface Course (2.5")	185	TON	<u>\$ 51.00</u>	<u>\$ 9,435.00</u>
	<u>Fifty one dollars</u> Unit Price in Words				
7A	18" RCP	72	LF	<u>\$ 23.05</u>	<u>\$ 1,659.60</u>
	<u>Twenty three dollars & Five cents</u> Unit Price in Words				
8A	Catch Basins	2	EA	<u>\$ 1,800.00</u>	<u>\$ 3,600.00</u>
	<u>One Thousand & Eight Hundred dollars</u> Unit Price in Words				
9A	Grassing (unpaved R.O.W., easements, and ditch)	5	AC	<u>\$ 800.00</u>	<u>\$ 400.00</u>
	<u>Eight Hundred dollars</u> Unit Price in Words				

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

11A Slope Swales 560 LF \$ 3.00 \$ 1,680.00

Three dollars Unit Price in Words

11A Asphalt Trench Repair 30 SY \$ 52.00 \$ 1,560.00

Fifty Two dollars Unit Price in Words

TOTAL ALTERNATE BID ITEM for LONG BEACH INDUSTRIAL PARK CDBG IMPROVEMENTS PROJECT

\$ 25,093.85

Twenty Five Thousand ninety three DOLLARS & eighty Five CENTS
TOTAL ALTERNATE BID ITEM for LONG BEACH INDUSTRIAL PARK CDBG IMPROVEMENTS PROJECT, in words

TOTAL BID for LONG BEACH INDUSTRIAL PARK CDBG IMPROVEMENTS PROJECT	\$ 271,749.45
Two Hundred & Seventy One Thousand, Seven HUNDRED & Forty Five CENTS TOTAL BID, including the Alternate Bid Item, in words	

The above bid price shall include all labor, materials, overhead profit, insurance, etc., to cover the finished work as specified

Bidder understands that the Owner reserves the right to reject any or all bids

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of

5%

(\$) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

WAIS Document Retrieval

Concrete Saw Operator	8.56
Crane/Dragline	9.47
Crusher Feeder Machine Operator	5.50
Earth Auger Operator	8.50
Loader (All Types)	7.75
Mechanic (Heavy equipment)	9.68
Milling Machine Operator	10.75
Mixer (All Types)	8.12
Mulcher Machine	5.33
Motor Patrol (Grader)	9.10
Oiler-Greaser	6.55
Piledriver Machine Operator	8.13
Roller (Self-propelled)	6.26
Scraper (All types)	6.83
Stripping Machine Operator	7.63
Tractor (Track type)	6.83
Tractor (Wheel Type)	5.96
Trenching Machine Operator	8.88
TRUCK DRIVERS (All types)	6.14
WELDER	10.14

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

WALS Document Retrieval

U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.6 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

PROJECT SIGN


MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM



STATE OF MISSISSIPPI
 RONNIE MUSGROVE, GOVERNOR
 MISSISSIPPI DEVELOPMENT AUTHORITY
 ROBERT J. ROHLACK, JR., CED
 EXECUTIVE DIRECTOR

CSD POLICY STATEMENT #02-001

TO: Local Units of Government, Community Housing Development Organizations (CHDOs), and Other Interested Parties

FROM: Sam Mozee, Jr., Director 

DATE: February 6, 2002

SUBJECT: Project Signs for MDA

1. **Purpose:** To notify all local units of government, Community Housing and Development Organizations (CHDOs), and other interested parties operating the Community Development Block Grant Program (CDBG) and the HOME Investment Partnerships Program that the Community Services Division will require a project sign be placed in the project area(s) as described in this policy. All recipients of CDBG or HOME grants that have not begun construction are required to adhere to this policy.

2. **Discussion:** Project signs shall be installed when construction or rehabilitation activity begins and shall remain in place throughout the project activity period. The signs shall be placed at the entrance of the project site. This requirement shall exclude area wide projects such as homebuyer assistance or homeowner rehabilitation projects with scattered sites. The signs shall be weatherproof and shall have a background of red, white and blue in three segments, and shall be 4 feet by 6 feet, except to meet special or local requirements. Project signs shall include the following information as indicated in the attached example:
 - Program Name (Community Development Block Grant Program or HOME Investment Partnerships Program)
 - Project Name
 - Name of grantee (City, Town, County or CHDO)
 - Grantor agency (Governor Ronnie Musgrove, State of Mississippi, MS Development Authority, Robert J. Rohrlack, Jr., CED, Executive Director)

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

-2-

CSD Policy Statement #02-001
February 6, 2002

- Local Officials' Names
- United States Department of Housing and Urban Development

The purchase of the project signs shall be an allowable expenditure under the CDBG and HOME programs (must be a reasonable amount), and should be included in the bid proposal for all construction contracts when applicable. Projects with no construction contract should include as a line item in the budget. Recipients with MDA signed contracts may complete a local budget modification to include the cost of the signs.


3. **Action:** Local units of government, CHDOs, and program administrators should be aware of this policy.
4. **Contact:** Inquiries or comments concerning this Policy Statement should be directed to Deborah Franklin or Jim Catt at 359-3179.

DF:pjb

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Project Sign
4'x6'

*Red Background
white lettering*

PROGRAM NAME (HOME or CDBG Program) Project Name Local Unit of Government or CHDO	
	GOVERNOR RONNIE MUSGROVE STATE OF MISSISSIPPI MISSISSIPPI DEVELOPMENT AUTHORITY Robert J. Rohrlack, Jr., CED, Executive Director
	CHIEF ELECTED OFFICIAL / EXECUTIVE, TITLE BOARD MEMBERS Board Member One Board Member Two Board Member Three Board Member Four Board Member Five U.S. Department of Housing and Urban Development

*White background
Black lettering*

*Blue Background
white lettering*

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

**SPECIAL PROVISIONS AND
REGULATIONS STIPULATED BY
HUD FOR THE CDBG PROGRAM**

RECEIVED KES

JAN 21 2003

WEK _____ CHB _____ JCC _____
DRW _____ RNO _____ _____
FILE _____ PAJ _____ _____

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PI 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of labor pursuant to the "Anti-Kickback Act" of June 13, 1934.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (Pl 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits,

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

- 2 Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services, and,
- 3 Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 21-39-1, Mississippi Code Annotated (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 97-11-19, Mississippi Code Annotated (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

31. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Contracted Party shall include in all Sub-Contracts with Participating Parties receiving payment by grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ADDENDUM NO. 2
TO
CONTRACT DOCUMENTS
and
CONSTRUCTION SPECIFICATIONS
for the
**LONG BEACH INDUSTRIAL PARK
IMPROVEMENTS PROJECT
COMMUNITY DEVELOPMENT
BLOCK GRANT**
Project No. 99-024-ED-IF01

February 21, 2003

The following is notice of a change to the Construction Documents and the Construction Drawings.

Discard the entire Bid Proposal pages 00301-1 through 00301-8 of the original Contract Documents and replace with new pages 00301-1 through 00301-8 marked as "ADDENDUM NO. 2." There has been a change in Bid Quantities and the addition of an Alternate Bid Item

Replace Construction Drawings sheets 2 through 7 of the original Construction Drawings and replace with new sheets marked as Revision "1"

END OF ADDENDUM NO. 2

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ADDENDUM NO. 3
TO
CONTRACT DOCUMENTS
and
CONSTRUCTION SPECIFICATIONS
for the
**LONG BEACH INDUSTRIAL PARK
IMPROVEMENTS PROJECT
COMMUNITY DEVELOPMENT
BLOCK GRANT**
Project No. 99-024-ED-1F01

February 24, 2003

The following is notice of a change to the Construction Documents::

- 1) The design strength of the soil-lime-fly ash course shall be 400 psi.

For computing the bid price of the soil-lime-fly ash course, use the following design mix percentages:

Lime	4%
Fly-Ash, Type C	10%

The assumed dry unit weight of soil for computing the bid prices shall be 110 pounds per cubic foot.

The Specifications include the procedures to be followed for determining the percentages of lime and fly ash to be used in the actual construction.

- 2) Attach, with the bid, the attached "Schedule of Values for Soil-Lime-Fly Ash Components," which will be used for adjusting the cost after the Contractor's laboratory determines the optimum amounts of lime and fly ash.

END OF ADDENDUM NO. 3

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ATTACHMENT TO ADDENDUM NO. 3

TO
 CONTRACT DOCUMENTS
 and
 CONSTRUCTION SPECIFICATIONS
 for the
 LONG BEACH INDUSTRIAL PARK
 IMPROVEMENTS PROJECT
 COMMUNITY DEVELOPMENT
 BLOCK GRANT
 Project No. 99-024-ED-IF01

SCHEDULE OF VALUES
FOR
SOIL-LIME-FLY ASH COMPONENTS

(Fill in and attach this to the bid)

Hydrated Lime for Road Base Stabilization \$ _____ per Ton

\$ _____ and _____ cents
 In words

Type C Fly Ash for Road Base Stabilization \$ _____ per Ton

\$ _____ and _____ cents
 In words

Install Lime and Fly Ash, and Process for Road Base Stabilization (up to 12" deep)

\$ _____ per Ton

\$ _____ and _____ cents
 In words

Laboratory determination of optimum Lime and Fly Ash Percentages per MDOT Methods

\$ _____ Lump Sum

\$ _____ and _____ cents
 In words

The unit price bid per square yard for Lime/Fly Ash Base (10") shall equal the compilation of the above unit prices, when applied at the design mix percentages specified in this Addendum No. 3. If the compilation of the above unit prices exceeds the price bid for Lime/Fly Ash Base (10"), the above unit prices shall be adjusted downward by prorating, so that the compilation equals the price bid.

END OF ATTACHMENT TO ADDENDUM NO. 3

**MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM**

Postmaster: For Name	7873
To	Special 1
City/State	601 366
Phone #	601 366
Zip	39201

ATTACHMENT TO ADDENDUM NO. 3

TO
CONTRACT DOCUMENTS
and
CONSTRUCTION SPECIFICATIONS
for the
LONG BEACH INDUSTRIAL PARK
IMPROVEMENTS PROJECT
COMMUNITY DEVELOPMENT
BLOCK GRANT
Project No. 99-024-ED-1F01

*PLEASE CROSS
THROUGH "YEN"
& REPLACE
WITH "54"*

SCHEDULE OF VALUES
FOR
SOIL-LIME-FLY ASH COMPONENTS

(Fill in and attach this to the bid)

Hydrated Lime for Road Base Stabilization \$ 120.00 per Ton
One hundred twenty and no cents
 In words

Type C Fly Ash for Road Base Stabilization \$ 50.00 per Ton
Fifty dollars and no cents
 In words

Install Lime and Fly Ash, and Process for Road Base Stabilization (up to 12" deep)
 \$ 3.95 per Ton ~~YEN~~ 54
Three dollars and ninety five cents
 In words

Laboratory determination of optimum Lime and Fly Ash Percentages per MDOT Methods
 \$ 1800.00 Lump Sum
Eighteen hundred and no cents
 In words

The unit price bid per square yard for Lime/Fly Ash Base (10") shall equal the compilation of the above unit prices, when applied at the design mix percentages specified in this Addendum No. 3. If the compilation of the above unit prices exceeds the price bid for Lime/Fly Ash Base (10"), the above unit prices shall be adjusted downward by prorating, so that the compilation equals the price bid.

END OF ATTACHMENT TO ADDENDUM NO. 3

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

SECTION 00900

00900 - SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Division of Community Services 501 North West Street (P.O. Box 24628) Jackson, MS 39201-3096 (601)-359-3179	REQUEST FOR WAGE DETERMINATION AND RESPONSE TO REQUEST			(Davis Bacon Act as Amended and Related Statutes)
	Requesting Officer (Type name & Signature) Chris Gouras <i>Chris Gouras</i>			
For Division of Community Services Use Only: Response to Request	Agency Jimmy G. Gouras Urban Planning	Phone Number 601-638-7121	Project Number Harrison County 1999 CDBG Project no. 99-024-ED-IF01	
	Date of Request 1/16/03	Estimated Advertising Date 2/1/03	Est. Bid Opening Date 3/6/03	Project Name Harrison County 1999 CDBG Economic Development Project
Type of Work <input type="checkbox"/> Bldg <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Road <input type="checkbox"/> Heavy	Est. Construction Start Date 3/28/03	Est. \$ Value of Contract @ \$450,000	Est. Contract Award Date 3/15/03	If Housing Units No. of Stories NA
Federal Register Decision No. MS02-0027	Location of Project (City or other description) Long Beach Industrial Park		No. of Dwelling Units NA	
Federal Register Date March 1, 2002	County Harrison	State Mississippi	Wage Determination under the Davis - Bacon and Related Acts (This Decision is effective from date of publication in the Federal Register without limitation as to time)	
Prior Supersedeas Decision MS01-0027	Address to which wage determination should be mailed. Must be complete and include ZIP CODE (Print or Type) Jimmy G. Gouras Urban Planning Consultants, Inc. P.O. Box 1547 Vicksburg, MS 39181			Note: The Decision should not be used for this project without contacting this office and requesting any current modification on supersedeas decisions. DO NOT REMOVE THIS SHEET FROM DECISION - EACH MUST BE BOUND INTO SPECIFICATIONS
Approving Representative, Signature and Title <i>Deborah Franklin</i> Deborah Franklin Bureau Manager	Send Copy of Wage Decision To: (Architect, Contractor, Etc.) William Knesel, Jr. Knesel Engineering, Inc. 1714 22 nd Avenue Gulfport, MS 39501-2951			
Description of Work (Be Specific - Print or Type) The proposed project consists of the construction of water, sewer, drainage, and road improvements.				

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

WAS Document Retrieval

GENERAL DECISION MS020027 03/01/2002 MS27

Date: March 1, 2002

General Decision Number MS020027

Superseded General Decision No. MS010027

State: Mississippi

Construction Type:
HIGHWAY

County(ies):

HANCOCK HARRISON JACKSON

HIGHWAY CONSTRUCTION PROJECTS (does not include Building Structures in Rest Area Projects and Railroad Construction; Bascule; Suspension; Spandrel Arch Bridges; Bridges designed for Commercial Navigation; Bridges involving Marine Construction and other major bridges).

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):

HANCOCK HARRISON JACKSON

SUMS3061A 02/22/1993

	Rates	Fringes
CARPENTERS	\$8.67	
CEMENT FINISHERS/MASONS	8.33	
ELECTRICIANS	12.00	
FORM SETTERS	7.00	
GUARDRAIL POST DRIVER	8.57	
IRONWORKER (Reinforcing) (tie steel)	12.36	
IRONWORKER (Structural)	13.89	
JOINT FILLER	5.15	
JOINT SETTER	5.15	
LABORERS:		
Air Tool Operator (Jackhammer)	6.25	
Asphalt Raker	6.25	
Grade Checkers (Asphalt)	7.35	
Mason Tenders	7.50	
Pipelayer	7.45	
Unskilled	5.77	
PAINTER (Structural Steel)	5.43	
PILEDRIVERMAN	7.50	
POWER EQUIPMENT OPERATORS:		
Aggregate Spreader Operator	7.31	
Asphalt Broom (Sweeper)	5.63	
Asphalt Distributor	6.40	
Asphalt Paving Machine/Spreader	7.50	
Asphalt Plant Operator	6.31	
Backhoe (Shovel)	7.67	
Bulldozer	8.40	
Concrete Breaker-Hydr Hammer Op.	8.24	
Concrete Finishing/Curing Machine Operator	8.45	
Concrete Paving Machine Operator (Spreader)	8.97	

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

WAIS Document Retrieval

Concrete Saw Operator	8.56
Crane/Drayline	9.47
Crusher Feeder Machine Operator	5.50
Earth Auger Operator	3.50
Loader (All Types)	7.75
Mechanic (Heavy equipment)	9.68
Milling Machine Operator	10.75
Mixer (All Types)	8.12
Mulcher Machine	5.33
Motor Patrol (Grader)	9.10
Oiler-Greaser	6.55
Piledriver Machine Operator	8.13
Roller (Self-propelled)	6.26
Scraper (All types)	6.83
Striping Machine Operator	7.63
Tractor (Track type)	6.83
Tractor (Wheel Type)	5.96
Trenching Machine Operator	8.88
TRUCK DRIVERS (All types)	6.14
WELDER	10.14

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

WAIS Document Retrieval

U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

PROJECT SIGN


MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM



STATE OF MISSISSIPPI
 RONNIE MUSGROVE, GOVERNOR
 MISSISSIPPI DEVELOPMENT AUTHORITY
 ROBERT J. ROHLACK, JR., CED
 EXECUTIVE DIRECTOR

CSD POLICY STATEMENT #02-001

TO: Local Units of Government, Community Housing Development Organizations (CHDOs), and Other Interested Parties

FROM: Sam Mozee, Jr., Director 

DATE: February 6, 2002

SUBJECT: Project Signs for MDA

1. **Purpose:** To notify all local units of government, Community Housing and Development Organizations (CHDOs), and other interested parties operating the Community Development Block Grant Program (CDBG) and the HOME Investment Partnerships Program that the Community Services Division will require a project sign be placed in the project area(s) as described in this policy. All recipients of CDBG or HOME grants that have not begun construction are required to adhere to this policy.
2. **Discussion:** Project signs shall be installed when construction or rehabilitation activity begins and shall remain in place throughout the project activity period. The signs shall be placed at the entrance of the project site. This requirement shall exclude area wide projects such as homebuyer assistance or homeowner rehabilitation projects with scattered sites. The signs shall be weatherproof and shall have a background of red, white and blue in three segments, and shall be 4 feet by 6 feet, except to meet special or local requirements. Project signs shall include the following information as indicated in the attached example:
 - Program Name (Community Development Block Grant Program or HOME Investment Partnerships Program)
 - Project Name
 - Name of grantee (City, Town, County or CHDO)
 - Grantor agency (Governor Ronnie Musgrove, State of Mississippi, MS Development Authority, Robert J. Rohlack, Jr., CED, Executive Director)

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

-2-
CSD Policy Statement #02-001
February 6, 2002

- Local Officials' Names
- United States Department of Housing and Urban Development

The purchase of the project signs shall be an allowable expenditure under the CDBG and HOME programs (must be a reasonable amount), and should be included in the bid proposal for all construction contracts when applicable. Projects with no construction contract should include as a line item in the budget. Recipients with MDA signed contracts may complete a local budget modification to include the cost of the signs.


3. Action: Local units of government, CHDOs, and program administrators should be aware of this policy.
4. Contact: Inquiries or comments concerning this Policy Statement should be directed to Deborah Franklin or Jim Catt at 359-3179.

DF:pjb

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Project Sign
4'x6'

*Red Background
white lettering*

PROGRAM NAME (HOME or CDBG Program) Project Name Local Unit of Government or CHDO	
	GOVERNOR RONNIE MUSGROVE STATE OF MISSISSIPPI MISSISSIPPI DEVELOPMENT AUTHORITY Robert J. Rohrlack, Jr., CED, Executive Director CHIEF ELECTED OFFICIAL / EXECUTIVE, TITLE BOARD MEMBERS Board Member One Board Member Two Board Member Three Board Member Four Board Member Five U.S. Department of Housing and Urban Development

*white background
black lettering*

*Blue Background
white lettering*

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

**SPECIAL PROVISIONS AND
REGULATIONS STIPULATED BY
HUD FOR THE CDBG PROGRAM**

RECEIVED KES

JAN 21 2003

WEK _____ CHB _____ JCC _____
DRW _____ RNO _____
FILE _____ PAJ _____

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act, Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PI 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of labor pursuant to the "Anti-Kickback Act" of June 13, 1934.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (Pl 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

- 2 Title VIII of the Civil Rights Act of 1968 (PL 90 284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services, and,
- 3 Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance

Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee

20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie

The Contracted Party will comply with Section 21-39-1, Mississippi Code Annotated (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith

The Contracted Party will also be aware of and avoid any violation of Section 97-11-19, Mississippi Code Annotated (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) However, these requirements apply to the

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(?) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

31. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Contracted Party shall include in all Sub-Contracts with Participating Parties receiving payment by grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **LARRY BENEFIELD** moved adoption of the following:

ORDER APPROVING TOTAL PAYMENT OF \$159,661.88 TO WEST HARRISON WATER AND SEWER DISTRICT FOR SERVICES, AS LISTED, OF MCIAP PROJECT #MS.24.01, WEST HARRISON WATER AND SEWER DISTRICT, DELISLE PLANT, APPROVED FOR PAYMENT BY DEE DEE WHITE, MISSISSIPPI DEQ AND PAYABLE FROM 073 641 701 UPON RECEIPT OF FUNDS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE total payment of \$159,661.88 to West Harrison Water and Sewer District for services, as listed, of MCIAP Project #MS.24.01, West Harrison Water and Sewer District, Delisle Plant, approved for payment by Dee Dee White, Mississippi DEQ and payable from 073 641 701 upon receipt of funds:

- a) Payment Request #2-B, \$45,395.88 (100% State)
- b) Payment Request #3, \$100,000.00 (\$95,903.07 state; \$4,096.93 county)
- c) Payment Request #4, \$14,266.00 (\$10,338.57 state; \$3,927.43 county)

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING PAYMENT OF \$5,426.82 TO MEADOWS RILEY
LAW FIRM FOR TORT LITIGATION BILLING, PAYABLE FROM TORT
ACCOUNT, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of \$5,426.82 to Meadows Riley Law Firm for tort litigation billing, payable from tort account, as listed:

Floyd Bailey, \$809.22; Robin Irby, \$1,963.05; Richard Bazzell, \$62.45; Christopher Clayton, \$25.57; Sherry Watford, \$264.80; Anthony Snoddy, \$553.94; Iris Jackson, \$350.73; N. M. Saliba, \$689.54; Vince Paciera, \$541.39; Mark Rozzell, \$3.82; B. G. Perry, \$162.31

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER AUTHORIZING THE BOARD PRESIDENT TO EXECUTE
DOCUMENTS PERTAINING TO THE YEARLY RENEWAL OF THE
CONTRACT FOR IBM MAINTENANCE OF EQUIPMENT IN THE
AMOUNT OF \$43,756.21 PAYABLE TO PREMISE, INC., AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Board President to execute documents pertaining to the yearly renewal of the contract for IBM maintenance of equipment in the amount of \$43,756.21 payable to Premise, Inc., as listed

- a) IBM agreement for services acquired from an IBM Business Partner
- b) IBM statement of work for services acquires from an IBM Business Partner
- c) IBM schedule for services acquired from IBM Business Partner
- d) IBM schedule for services for remarketers

The aforesaid documents are as follows:

IBM Schedule for Services for Remarketers - ServiceSuite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in your end users Statement of Work. These terms are in addition to those of the Attachment for ServiceSuite for Remarketers.

Customer Name and Billing Address:

Harrison County Board of Supervisors
Harrison County Board of Supervisors
1801 23rd Ave
Gulfport, MS 39501
(228) 865-4250

Agreement No:
Statement of Work No:
IBM Services Assistant No: G210BNRO
Associated Contract No:
Associated Contract Start Date:
Customer No:
Revised Schedule (Yes/No): No
Schedule Effective Date: 08/01/2003

Business Partner Name and Address:

Avnet Hall-Mark, a division of Avnet, Inc.
6550 N Loop 1604 E
San Antonio, TX 78247

ASPID No: 8426127

Charges and Payment Plan:

Contract Period Price Protection for Contract Period Prepay
prepayment

Start Date: 08/01/2003
End Date: 07/31/2004
* Total Charges: \$43,756.21

Type of Discount(s) Applied:

* These Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with additions, deletions, or changes to the inventory or services.

The parties need not sign this Schedule, unless either of us requests it.

Agreed to:

Avnet Hall-Mark, a division of Avnet, Inc.

Agreed to:

International Business Machines Corporation

By _____

Authorized signature

By _____

Authorized signature

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

other and to your IBM Business Partner of their decision not to renew.

3. Your Responsibilities

You agree:

1. to provide your IBM Business Partner with an inventory in which you identify all Eligible Machines to be covered at each Specified Location. All Eligible Machines of the same type at a Specified Location must be included in the coverage. You also agree to identify all Eligible Machines for which we are to provide warranty service;
2. to notify your IBM Business Partner whenever you wish to add Eligible Machine types to an existing Specified Location or set up new Specified Locations;
3. to return to IBM all defective CRUs (from covered Eligible Machines) within 30 days of your receipt of the replacement CRU. A "CRU" is a Machine part which is designated as a Customer Replaceable Unit (e.g. keyboards, memory, or hard disk drives). IBM provides CRUs to you for replacement by you;
4. to ensure that any access codes we provide to you are used only by those who are authorized to do so;
5. to provide your IBM Business Partner with information we request which is related to our provision of these Services to you and notify your IBM Business Partner of any changes;
6. to allow IBM and entities within its Enterprise to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of IBM and entities within its Enterprise for uses consistent with their collective business activities, including communication with you (for example, for processing orders, for promotions, and for market research);
7. to use any electronic diagnostic and service delivery facilities we provide to you only in support of Eligible Machines identified in the Schedule to this Statement of Work;
8. that electronic access to our support centers and certain databases may require a separate network services agreement;*;
9. to pay any communications charges associated with accessing these Services unless we specify otherwise;
10. to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise; and
11. that your acceptance of any software Services does not alter your responsibilities for Distributed System License Option licenses.

Whenever both of us agree to store repair parts at your Specified Location, you also agree:

1. to provide secure storage space for all parts stored at your Specified Location; to provide IBM service technicians easy access to the secure storage space so that they may promptly store, inspect, and remove the parts whenever they deem necessary; and
2. that while in storage,
 - a. you are responsible for all loss or damage to the parts,
 - b. you will be separately charged for any parts that we find to be missing, used, or damaged, and
 - c. parts remain the property of IBM and will be subject to IBM parts control procedures and must be made available for return to IBM upon our request.

4. Mutual Responsibilities

If at any time either of us requests a review of the inventory count, each of us will cooperate in updating the last formal inventory.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

5. Services Program License

The following terms apply to each Program we provide with a Service that is not otherwise accompanied by a license agreement.

We grant you a nonexclusive license to use the Program on the Eligible Machine we designate to assist us in problem determination or other system support in conjunction with these Services.

If we do not supply a backup copy, you may make one copy of the Program for backup purposes provided you reproduce the copyright notice and any other legend of ownership on the copy. The backup copy is subject to the same terms as the original. You may not 1) modify the Program's machine readable instructions or data or merge them into another Program, 2) reverse assemble, reverse compile, or otherwise translate the Program, 3) sublicense, assign, or transfer the license for the Program, or 4) distribute the Program to any third party. We provide the Program **WITHOUT WARRANTIES OF ANY KIND.**

Your license terminates when 1) the Service terminates, is withdrawn or expires and is not renewed, 2) the Program is no longer needed to perform the Service, or 3) the Eligible Machine which we designated for the Program is removed from productive use within your Enterprise.

We may terminate your license if you fail to comply with these terms.

Upon termination, you agree to destroy the Program and any backup copy you were given or made.

6. Automatic Inventory Increases

We will automatically increase the inventory count at a Specified Location whenever:

1. an Eligible IBM Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period. IBM Machines specifically excluded from coverage at contract period start will remain outside the scope of this Statement of Work unless you request we add them during the contract period. However, all Eligible IBM Machines added to your inventory during the contract period will be included in the inventory count and receive maintenance Services as set out in this Section; or
2. an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

7. Charges and Payment

Your IBM Business Partner sets the charges and terms governing charges. Your IBM Business Partner may impose an additional charge for some actions, e.g., termination, or for our provision of some additional services, e.g., Service upgrades, additional Systems Administrators, additional reports, or support for other Products. These actions or additional services are identified in this Statement of Work with an asterisk ("**"). Where you see an asterisk, check with your IBM Business

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Partner to determine if you will incur an additional charge. You will make payment directly to your IBM Business Partner.

8. Termination

You may terminate Services for an Eligible Machine, on notice to us and to your IBM Business Partner,* if you permanently remove it from productive use within your Enterprise. You may also terminate Services by providing us (copy to your IBM Business Partner) one month's written notice, after the Services have been covered under this Statement of Work for at least one year. You will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with the provisions of this Statement of Work.

9. Satisfaction Guarantee

If, for any reason, you are not completely satisfied with a Service we provide to you under this Statement of Work, notify us in writing within one month of the time you first become dissatisfied. We will try to resolve the problem to your satisfaction. If we are unable to do so, you will receive a credit equal to the prorated charge for the Service for the period of time you were dissatisfied.

10. ServiceSuite Base Service Package

**** MAINTENANCE SERVICES**

Maintenance of IBM Machines

We will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM



**Agreement for Services Acquired from an IBM
Business Partner**

Thank you for your business. We strive to provide you with high quality Services. If, at any time, you have any questions or problems, or are not completely satisfied, please let us know. Our goal is to do our best for you.

IBM ("we") has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain Services. Some IBM Business Partners also fulfill these functions through other remarketers who are not IBM Business Partners. However, for purposes of brevity in this Agreement, when we use the term IBM Business Partner we mean IBM Business Partners and their remarketers. When the Customer ("you") orders our Services under this Agreement from an IBM Business Partner, we are responsible for providing the Services to you under the warranties and other terms of this Agreement. We are not responsible for 1) the actions of IBM Business Partners, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements. IBM Business Partners establish the price and terms at which they market IBM Services. In the event that your IBM Business Partner is no longer able to offer our Services, for any reason, we will so notify you in writing. You may continue to receive our Services by instructing us to transfer administration of your Service to either (1) another IBM Business Partner of your choice (who may require you to first execute one of their agreements) who is approved to offer you our Services, or (2) us and signing a separate IBM agreement for services.

This IBM Agreement for Services Acquired from an IBM Business Partner (called the "Agreement") governs the Services you acquire from an IBM Business Partner and we perform:

Part 1 - General

1.1 Definitions

Enterprise is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. An Enterprise also includes other entities which are mutually agreed-to in Writing.

Machine is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" includes an IBM Machine and any non-IBM Machine (including other equipment) for which we may provide maintenance Services.

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings, and similar works) that we

may deliver to you as part of a Service. The term "Materials" does not include licensed program products available under their own license agreement.

Service is performance of a task, provision of advice and counsel, assistance, or access to a resource (such as access to an information data base) we make available to you.

1.2 Agreement Structure

Attachments

Some Services have terms in addition to those we specify in this Agreement. We provide the additional terms in documents called "Attachments," which are also part of this Agreement. Attachments will be signed by both of us if requested by either of us. Your IBM Business Partner makes the Attachments available to you for signature.

PAGES 2 THROUGH 4 ARE ALSO PART OF THIS AGREEMENT. This Agreement and its applicable Attachments and Transaction Documents are the complete agreement between us regarding these Services and replace any prior oral or written communications regarding these Services. No machines or licensed program products are acquired under this Agreement. Such items are available only under the terms of 1) the IBM Customer Agreement (or any equivalent agreement between us) or 2) the applicable third-party agreement. By signing below for our respective Enterprises, each of us agrees to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement, an Attachment, or Transaction Document made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services you order under this Agreement are subject to it.

Agreed to: (Enterprise name)
Harrison County Board of Supervisors

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print)

Name (type or print)

Date

Date:

Enterprise number

Agreement number:

Enterprise address:
1801 23rd Ave
Culford, MS 39501
(228) 805-4250

IBM Services Assistant Number: G210BNRO
IBM address:
IBM Business Partner Support Operations
4111 Northside Parkway
Atlanta, GA 30327

After signing, please return a copy of this Agreement to the "IBM address" shown above.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Transaction Documents

For each business transaction, your IBM Business Partner will provide you with the appropriate "Transaction Documents" that confirm the specific details of the transaction. Transaction Documents will be signed by both of us if requested by either of us. The following are examples of Transaction Documents, with examples of the information they may contain:

1. statements of work (scope of Services, responsibilities, deliverables, completion criteria and estimated schedule or contract period), and
2. supplements and order forms (Service type ordered, and contract period)

Conflicting Terms

If there is a conflict among the terms in the various documents, those of an Attachment prevail over those of this Agreement. The terms of a Transaction Document prevail over those of both of these documents.

Our Acceptance of Your Request for Service

A Service becomes subject to this Agreement when we accept your request for Service from your IBM Business Partner by:

1. providing you a transaction document, or
2. providing the Service.

Your Acceptance of Additional Terms

You accept the additional terms in an Attachment or Transaction Document by doing any of the following:

1. signing the Attachment or Transaction Document
2. using the Service, or allowing others to do so, or
3. making any payment to your IBM Business Partner for the Service.

1.3 Charges and Payment

Your IBM Business Partner sets the charges and terms governing charges. You will make payment directly to your IBM Business Partner. However, we may charge you directly for expenses incurred to perform your Service request, e.g., actual travel and living expenses, out-of-pocket expenses. We will not incur these expenses without your prior approval.

1.4 Changes to the Agreement Terms

In order to maintain flexibility in our Services, we may change the terms of this Agreement by giving you three months' written notice. However, these changes are not retroactive. They apply, as of the effective date we specify in the notice, only to new requests for Service and on-going transactions. Part 3 of this Agreement contains additional provisions for changes to the terms of individual Service transactions.

Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any written communication from you are void.

1.5 Limitation of Liability

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each such instance, regardless of the basis on which you are entitled to claim damages from us (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), we are liable for no more than:

1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
2. the amount of any other actual direct damages, up to the greater of U.S. \$100,000 (or equivalent in local currency), or the charges (if recurring, 12 months' charges apply) you paid to your IBM Business Partner for the Service that is the subject of the claim.

This limit also applies to any of our subcontractors. It is the maximum for which we and our subcontractors are collectively responsible.

Items for Which We are Not Liable

Under no circumstances are we or our subcontractors liable for any of the following:

1. third-party claims against you for damages (other than those under the first item listed above),
2. loss of, or damage to, your records or data; or
3. special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if we are informed of their possibility.

1.6 Mutual Responsibilities

Both of us agree that under this Agreement:

1. neither of us grants the other the right to use its (or any of its Enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent;
2. all information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement, each is free to enter into similar agreements with others;
3. each grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;
4. each may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity;
5. each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
6. neither of us will bring a legal action more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation; and
7. neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.

1.7 Your Other Responsibilities

You agree:

1. not to assign, or otherwise transfer, this Agreement or your rights under this Agreement, delegate your

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

- obligations, or resell any Service, without our prior written consent. Any attempt to do so is void;
2. that you are responsible for the results obtained from use of the Services; and
 3. to provide us with sufficient, free, and safe access to your facilities for us to fulfill our obligations.

1.8 Agreement Termination

You may terminate this Agreement on written notice to your IBM Business Partner and to us following the expiration or termination of your obligations.

Either of us may terminate this Agreement on written notice to the other and to your IBM Business Partner, if the other does not comply with any of its terms.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both of our respective successors and Assignees.

1.9 Geographic Scope

All your rights and all our obligations are valid only in the United States and Puerto Rico, except that all licenses to Materials are valid as specifically granted.

1.10 Governing Law

The laws of the State of New York govern this Agreement.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

Part 2 - Warranty Terms

2.1 Warranty for IBM Services

For each IBM Service, we warrant that we perform it:

1. using reasonable care and skill; and
2. according to its current description (including any completion criteria) contained in this Agreement, an Attachment, or a Transaction Document.

2.2 Extent of Warranty

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3 Items Not Covered by Warranty

We do not warrant uninterrupted or error-free operation of any Deliverable or Service.

Unless we specify otherwise, we provide Materials and non-IBM Services **WITHOUT WARRANTIES OF ANY KIND.**

Part 3 - Services

3.1 IBM Services

Services may be either standard offerings or customized to your specific requirements. Each Service transaction may include one or more Services that:

1. expire at task completion or an agreed upon date;
2. automatically renew as another transaction with a specified contract period. Renewals will continue until either of us terminates the Service; or
3. do not expire and are available for your use until either of us terminate the Service.

3.2 Personnel

Each of us will be responsible for the supervision, direction, and control of our respective personnel.

We reserve the right to determine the assignment of our personnel.

We may subcontract a Service, or any part of it, to subcontractors selected by us.

3.3 Materials Ownership and License

We will specify Materials to be delivered to you. We or third parties have all right, title, and interest (including ownership of copyright) in Materials created during the Service performance period or otherwise (such as those that preexist the Service). We will deliver one copy of the specified Materials to you. We grant you an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute, within your Enterprise only, copies of these Materials.

You agree to reproduce the copyright notice and any other legend or ownership on any copies made under the license granted in this Section.

Any idea, concept, know-how, or technique which relates to the subject matter of a Service and is developed or provided by either of us, or jointly by both of us, in the performance of a Service may (subject to applicable patents and copyrights) be freely used by either of us.

3.4 Changes to Service Terms

We may change the terms of Services that are renewable or non-expiring by giving you three months' written notice. However, these changes are not retroactive. They apply immediately to renewal transactions and as of the effective date we specify in the notice to all existing transactions. If we make a change to the terms of a renewable Service that 1) affects your current contract period and 2) you consider unfavorable, at the request of your IBM Business Partner, we will defer it until the end of that contract period.

When both of us agree to change any Services statement of work other than as described above, we will prepare a written description of the agreed change (called a "Change Authorization"), which both of us must sign. The terms of a Change Authorization prevail over those of the statement of work and any of its previous Change Authorizations.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

3.5 Renewal

Renewable Services renew automatically for a same length contract period unless either of us provides written notification (at least one month prior to the end of the current contract period) to the other and to your IBM Business Partner of their intent not to renew.

3.6 Termination and Withdrawal

Either of us may terminate a Service if the other does not meet its obligations concerning the Service.

You may terminate a Service transaction on one month's written notice to us and to your IBM Business Partner.*

We may withdraw a renewable or non-expiring Service or support for an eligible product on three months' written notice to you. If we withdraw a Service for which you have prepaid and we have not yet fully provided it to you, your IBM Business Partner will give you a prorated refund.

Any terms which by their nature extend beyond termination or withdrawal remain in effect until fulfilled and apply to respective successors and assignees.

3.7 Service for Machines

We provide certain types of repair and exchange Service either at your location or at a service center to keep Machines in, or restore them to, conformance with their official published specifications. We may repair the failing Machine or exchange it at our discretion.

When the type of Service requires that you deliver the failing Machine to us, you agree to ship it suitably packaged (prepaid unless we specify otherwise) to a location we designate. After we have repaired or exchanged the Machine, we will return it to you at our expense unless we specify otherwise. We are responsible for loss of, or damage to, your Machine while it is 1) in our possession or 2) in transit in those cases where we are responsible for the transportation charges.

You agree to:

1. obtain authorization from the owner to have us service a Machine that you do not own; and
2. where applicable, before we provide service -
 - a. follow the problem determination, problem analysis, and service request procedures that we provide;
 - b. secure all programs, data, and funds contained in a Machine; and

*Check with your IBM Business Partner to determine if you will incur an additional charge for this.

- c. inform your IBM Business Partner of changes in a Machine's location.

When Service involves the exchange of a Machine or part, the item we replace becomes our property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty or Service status of the replaced item. Before we exchange a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under our service. You also agree to ensure that the item is free of any legal obligations or restrictions that prevent its Exchange.

Any feature, conversion, or upgrade we service must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade.

Repair and exchange Services do not cover:

1. accessories, supply items, and certain parts, such as batteries, frames, and covers;
2. machines damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
3. machines with removed or altered Machine or parts identification labels;
4. failures caused by a product for which we are not responsible; or
5. service of Machine alterations.

We manage and install engineering changes that apply to IBM Machines and may also perform preventive maintenance.

We provide maintenance Services for selected non-IBM Machines.

When you request maintenance Services under this Agreement, your IBM Business Partner will inform you of the date on which maintenance Services will begin. We may inspect the Machine within one month following that date. If the Machine is not in an acceptable condition for service, you may have us restore it.* Alternatively, you may withdraw your request for maintenance Services.*

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in your end users Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM Agreement for Services acquired from an IBM Business Partner (or any equivalent agreement signed by both of us and identified below).

Customer Name and Billing Address:

Harrison County Board of Supervisors
Harrison County Board of Supervisors
1801 23rd Ave
Gulfport, MS 39501
(228) 865-4250

Agreement No:
Statement of Work No:
IBM ServicesAssistant No: G210BNRO
Associated Contract No:
Associated Contract Start Date:
Customer No:
Revised Schedule (Yes/No): No
Schedule Effective Date: 08/01/2003

Business Partner Name and Address:

Avnet Hall-Mark, a division of Avnet, Inc
6550 N Loop 1604 E
San Antonio, TX 78247

ASPID No: 8426127

Charge Period:
Start Date: 08/01/2003
End Date: 07/31/2004

The parties need not sign this Schedule, unless either of us requests it.

Agreed to:
Harrison County Board of Supervisors

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

Manufacturer		Eligible Machine		Related Order/Serial	Qty	Type of Repair #	Maintenance Service ##	Charges Start**	Charges Stop**
Type	Model	Machine Order/Serial							
Customer No / Location: 03628986									
IBM	6400	010	0000H1332		1	B	1		
Customer No / Location: 03631790									
IBM	4232	302	0000BF082		1	B	1		
Customer No / Location: 04120658									
IBM	3486	BG3	0000LK631		1	A	1		
IBM	4232	302	0000AH384		1	B	1		
IBM	4232	302	0000AH385		1	B	1		
IBM	4232	302	0000AH386		1	B	1		
IBM	4232	302	0000AH387		1	B	1		
IBM	4232	302	0000AH388		1	B	1		
IBM	4232	302	0000AH389		1	B	1		
IBM	4232	302	0000AH392		1	B	1		
IBM	5494	EXT	0000B2040		1	B	1		
IBM	6400	008	0000A1009		1	B	1		
IBM	6400	006	0000A1621		1	B	1		
IBM	6400	008	0000A1710		1	B	1		
IBM	6400	008	0000A1715		1	B	1		
IBM	6400	009	0000E3662		1	B	1		
IBM	6408	CTD	000020428		1	B	1		
IBM	6408	CTD	000020431		1	B	1		
IBM	6408	CTD	000020433		1	B	1		
IBM	6408	CTA	000022872		1	B	1		
IBM	6412	CTD	000062252		1	B	1		
IBM	7855	010	0000D0131		1	A	1		
Customer No / Location: 04120659									
IBM	7855	010	0000D0010		1	A	1		
Customer No / Location: 04120660									
IBM	3486	BG3	0000LP067		1	A	1		
IBM	4232	302	0000AH484		1	B	1		
IBM	4232	302	0000AH487		1	B	1		
IBM	7855	010	0000C9977		1	A	1		
Customer No / Location: 04595285									
IBM	6400	010	0000H3320		1	B	1		
Customer No / Location: 05612574									
IBM	4232	302	0000AY618		1	B	1		
IBM	9406	720	00004PLL1M		1	B	1		
IBM	9406	720	00004XYZM		1	B	1		
Customer No / Location: 06043447									
IBM	3995	C44	000008965		1	B	1		
IBM	7852	400	0042X4194		1	A	1		
IBM	9402	600	00005353A		1	B	1		
Customer No / Location: 07840198									
IBM	3995	C40	000002863		1	B	1		
Customer No / Location: 08695808									
IBM	3486	BG3	0000LB654		1	A	1		
Customer No / Location: 08750429									
IBM	4232	302	0000BL446		1	B	1		
Customer No / Location: 09404426									
IBM	3486	BG1	0000LB658		1	A	1		

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

IBM Schedule for Services Acquired from an IBM Business Partner - ServiceSuite

Legends:

Type of Repair Service

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day
- C) On-Site Repair/Exchange Services, 5 days a week, 9hrs/day, 4 hour response objective. This type of repair service includes a response time objective and is not a guarantee
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective. This type of repair service includes a response time objective and is not a guarantee
- X) EasyServ (remotely delivered services)

Maintenance Services

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Services Upgrade

* Charges shown are for Charge Period

- An (E) indicates a Machine that has been announced as withdrawn from generally Maintenance Service
- An (H) indicates a Machine that is under an existing ServiceSuite/ServiceEffect CHIS contract
- An (L) indicates a Machine that is under an existing legacy prepay contract
- An (O) indicates One Time Charge
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine/Model/Feature under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only

** Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

IBM Schedule for Services for Remarketers - ServiceSuite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in your end users Statement of Work. These terms are in addition to those of the Attachment for ServiceSuite for Remarketers.

Customer Name and Billing Address:

Harrison County Board of Supervisors
Harrison County Board of Supervisors
1801 23rd Ave
Gulfport, MS 39501
(228) 865-4250

Agreement No:
Statement of Work No:
IBM Services Assistant No: G210BNRO
Associated Contract No:
Associated Contract Start Date:
Customer No:
Revised Schedule (Yes/No): No
Schedule Effective Date: 08/01/2003

Business Partner Name and Address:

Avnet Hall-Mark, a division of Avnet, Inc.
6550 N Loop 1604 E
San Antonio, TX 78247

ASPID No: 8426127

Charges and Payment Plan:

Contract Period Price Protection for Contract Period Prepay
prepayment

Start Date: 08/01/2003
End Date: 07/31/2004
* Total Charges: \$43,756.21

Type of Discount(s) Applied:

* These Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with additions, deletions, or changes to the inventory or services.

The parties need not sign this Schedule, unless either of us requests it.

Agreed to:

Avnet Hall-Mark, a division of Avnet, Inc.

Agreed to:

International Business Machines Corporation

By _____

Authorized signature

By _____

Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

IBM Schedule for Services for Remarketers - ServiceSuite

Enterprise Total for Charge Period by Customer Number:

Customer No	Charges *
03628986	\$1,387.34
03631790	\$466.33
04120658	\$21,022.23
04120659	\$77.00
04120660	\$1,085.66
04595285	\$1,387.34
05612574	\$9,035.17
06043447	\$7,289.47
07840198	\$1,387.34
08695808	\$76.00
08750429	\$466.33
09404426	\$76.00

Total : \$43,756.21

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

IBM Schedule for Services for Remarketers - ServiceSuite

-----Eligible Machine-----				Maintenance Service			Charges*	Charges Start**	Charges Stop**
Manufacturer	Type	Model	Machine Order/Serial	Related Order/Serial	Qty	Type of Repair #			
Customer No / Location: 03628986									
IBM	6400	010	0000H1332		1	B	1	\$1,387.34	
Total :								\$1,387.34	
Customer No / Location: 03631790									
IBM	4232	302	0000BF082		1	B	1	\$466.33	
Total :								\$466.33	
Customer No / Location: 04120658									
IBM	3486	BG3	0000LK631		1	A	1	\$76.00	
IBM	4232	302	0000AH384		1	B	1	\$466.33	
IBM	4232	302	0000AH385		1	B	1	\$466.33	
IBM	4232	302	0000AH386		1	B	1	\$466.33	
IBM	4232	302	0000AH387		1	B	1	\$466.33	
IBM	4232	302	0000AH388		1	B	1	\$466.33	
IBM	4232	302	0000AH389		1	B	1	\$466.33	
IBM	4232	302	0000AH392		1	B	1	\$466.33	
IBM	5494	EXT	0000B2040		1	B	1	\$304.00	
IBM	6400	008	0000A1099		1	B	1	\$1,340.70	
IBM	6400	008	0000A1821		1	B	1	\$1,340.70	
IBM	6400	008	0000A1710		1	B	1	\$1,340.70	
IBM	6400	008	0000A1715		1	B	1	\$1,340.70	
IBM	6400	009	0000E3662		1	B	1	\$1,340.70	
IBM	6408	CT0	000020428		1	B	1	\$1,818.70	
IBM	6408	CT0	000020431		1	B	1	\$1,818.70	
IBM	6408	CT0	000020433		1	B	1	\$1,818.70	
IBM	6408	CTA	000022872		1	S	1	\$1,818.70	
IBM	6412	CT0	000062252		1	B	1	\$3,322.62	
IBM	7855	010	0000D0131		1	A	1	\$77.00	
Total :								\$21,022.23	
Customer No / Location: 04120659									
IBM	7855	010	0000D0010		1	A	1	\$77.00	
Total :								\$77.00	
Customer No / Location: 04120660									
IBM	3486	BG3	0000LP067		1	A	1	\$76.00	
IBM	4232	302	0000AH484		1	B	1	\$466.33	
IBM	4232	302	0000AH487		1	B	1	\$466.33	
IBM	7855	010	0000C9977		1	A	1	\$77.00	
Total :								\$1,085.66	
Customer No / Location: 04595285									
IBM	6400	010	0000H3320		1	B	1	\$1,387.34	
Total :								\$1,387.34	
Customer No / Location: 05612574									
IBM	4232	302	0000AY618		1	B	1	\$466.33	
IBM	9406	720	00004PLLM		1	B	1	\$2,389.95	
IBM	9406	720	00004XY2M		1	B	1	\$6,178.89	
Total :								\$9,035.17	
Customer No / Location: 06043447									
IBM	3995	C44	000008965		1	B	1	\$5,491.97	
IBM	7852	400	0042X4194		1	A	1	\$36.00	

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

IBM Schedule for Services for Remarketers - ServiceSuite

IBM	9402	600	00005353A	1	B	1	\$1,760.40
							<u>Total:</u>
							<u>\$7,289.47</u>
Customer No / Location: 07840198							
IBM	3995	C40	000002863	1	B	1	\$1,387.34
							<u>Total:</u>
							<u>\$1,387.34</u>
Customer No / Location: 08695808							
IBM	3486	BG3	0000LB654	1	A	1	\$76.00
							<u>Total:</u>
							<u>\$76.00</u>
Customer No / Location: 08750429							
IBM	4232	302	0000BL446	1	B	1	\$466.33
							<u>Total:</u>
							<u>\$466.33</u>
Customer No / Location: 09404426							
IBM	3486	BG1	0000LB658	1	A	1	\$76.00
							<u>Total:</u>
							<u>\$76.00</u>

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

IBM Schedule for Services for Remarketers - ServiceSuite

Legends:

Type of Repair Service

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day
- C) On-Site Repair/Exchange Services, 5 days a week, 9hrs/day, 4 hour response objective. This type of repair service includes a response time objective and is not a guarantee
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective. This type of repair service includes a response time objective and is not a guarantee
- X) EasyServ (remotely delivered services)

Maintenance Services

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Services Upgrade

*** Charges shown are for Charge Period**

- An (E) indicates a Machine that has been announced as withdrawn from generally Maintenance Service
- An (H) indicates a Machine that is under an existing ServiceSuite/ServiceElect CHIS contract
- An (L) indicates a Machine that is under an existing legacy prepay contract
- An (O) indicates One Time Charge
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine/Model/Feature under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only

**** Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates**

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Additional Information

CHIS T AND C : 2001REMSSD

CustomerNo	Type	Model	Serial	Features/	Add/	Related	Charges	Charges	Qty
				RPQ	Conv/	Feature/	From**	To**	
03628986	6400	010	0000H1332						1
03631790	4232	302	0000BF082						1
04120658	3486	BG3	0000LK631						1
	4232	302	0000AH384						1
	4232	302	0000AH385						1
	4232	302	0000AH386						1
	4232	302	0000AH387						1
	4232	302	0000AH388						1
	4232	302	0000AH389						1
	4232	302	0000AH392						1
	5494	EXT	0000B2040						1
	6400	008	0000A1009						1
	6400	008	0000A1821						1
	6400	008	0000A1710						1
	6400	008	0000A1715						1
	6400	009	0000E3662						1
	6408	CT0	000020428						1
	6408	CT0	000020431						1
	6408	CT0	000020433						1
	6408	CTA	000022872						1
	6412	CT0	000062252						1
	7855	010	0000D0131						1
04120659	7855	010	0000D0010						1
04120660	3486	BG3	0000LP067						1
	4232	302	0000AH484						1
	4232	302	0000AH487						1
	7855	010	0000C9977						1
04595285	6400	010	0000H3320						1
05612574	4232	302	0000AY618						1
	9406	720	00004PLLM						1
	9406	720	00004XYZM						1
				1502					1
				2062					1
				7128					1
06043447	3995	C41	0000B9965						1
				1442					1
	7852	400	0042X4194						1

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Additional Information

<u>CustomerNo</u>	<u>Type</u>	<u>Model</u>	<u>Serial</u>	<u>Features/</u>	<u>Add/</u>	<u>Related</u>	<u>Charges</u>	<u>Charges</u>	<u>Qty</u>
				<u>RPQ</u>	<u>Conv/</u>	<u>Feature/</u>	<u>From**</u>	<u>To**</u>	
	9402	600	00005353A						1
				2134					1
07840198	3995	C40	000002863						1
08695808	3486	BG3	0000LB654						1
08750429	4232	302	0000BL446						1
09404426	3486	BG1	0000LB658						1

<u>Offering</u>	<u>Ver</u>	<u>MO</u>	<u>Comp</u>	<u>Charges</u>	<u>Charges</u>	<u>Service Condition</u>	<u>SC Value</u>	<u>Qty</u>
				<u>From</u>	<u>To</u>			

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Additional Information - General Comments

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

**MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM**

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

**ORDER AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE
GRANT AGREEMENT MODIFICATION NO. 1 BETWEEN THE
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND
THE HARRISON COUNTY BOARD OF SUPERVISORS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Board President to execute the Grant Agreement Modification No. 1 between the Mississippi Department of Environmental Quality and the Harrison County Board of Supervisors, as listed:

- a) Grant No. WT150-M1 for local white tire collection program in the amount of \$50,000.00
- b) Grant No. SW 257-M1 for household hazardous and white goods collection in the amount of \$22,625.00

The above listed agreements are as follows:

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		Assistance ID No. WT150-M1	
AGREEMENT TYPE		Date of Award 26-Jul-01	
Cooperative Agreement		Recipient Type COUNTY	
Grant Agreement	X	Tax ID No.	
Assistance Amendment		PROJECT MANAGER	
RECIPIENT HARRISON COUNTY BOARD OF SUPV. P. O. DRAWER CC GULFPORT, MS 39502		MR. PAUL VANDERFIN	
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY P. O. BOX 20305 JACKSON, MS 39289		PROJECT MANAGER LUIS MURILLO SOLID WASTE MANAGEMENT BRANCH	
ASSISTANCE PROGRAM WASTE TIRE PROGRAM DIV. 4032, GRANTS TO CT OR RSWDA		STATUTORY AUTHORITY SECTION 17-17-425, MS CODE ANN.	
PROJECT TITLE AND DESCRIPTION LOCAL WHITE TIRE COLLECTION PROGRAM			
PROJECT LOCATION CITY COUNTY HARRISON STATE MS		PROJECT PERIOD JULY 26, 2001 TO JUNE 30, 2004	
		TOTAL PROJECTED PERIOD COST \$50,000.00	
FUNDS		Former Award	This Action
MDEQ Amount This Action			\$50,000.00
Recipient Contribution			
Other Contribution			
Allowable Project Cost			\$50,000.00
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment & Related Installation Costs			
Supplies			
Contractual			
Construction			
Other			\$50,000.00
Total Charges			\$50,000.00
METHOD OF PAYMENT			
Advance			
Reimbursement		X	

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
HARRISON COUNTY BOARD OF SUPERVISORS
GRANT AGREEMENT MODIFICATION NO. 1

Except as it is modified by the provisions of this Grant Agreement Modification **No. 1**, the Standard Terms and Conditions of this Grant Agreement Number **WT150** shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to the **HARRISON COUNTY BOARD OF SUPERVISORS** up to and not exceeding \$50,000.00 for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the LOCAL WHITE TIRE COLLECTION PROGRAM.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Charles Chisolm
Executive Director

Date

HARRISON COUNTY BOARD OF SUPERVISORS

Authorized Signature

Date

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		Assistance ID No. SW 257-M1		
		Date of Award 28-Mar-02		
AGREEMENT TYPE		Recipient Type COUNTY		
Cooperative Agreement				
Grant Agreement	X	Tax ID No.		
Assistance Amendment				
RECIPIENT HARRISON COUNTY BOARD OF SUPV. P. O. DRAWER CC GULFPORT, MS 39502	PROJECT MANAGER JENNIFER McLAUGHLIN			
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY P. O. BOX 20305 JACKSON, MS 39289	PROJECT MANAGER LUIS MURILLO SOLID WASTE MANAGEMENT BRANCH			
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM	STATUTORY AUTHORITY SECTION 17-17-65, MS CODE ANN.			
PROJECT TITLE AND DESCRIPTION HOUSEHOLD HAZARDOUS AND WHITE GOODS COLLECTION PROGRAM				
PROJECT LOCATION CITY COUNTY HARRISON STATE MS		PROJECT PERIOD MARCH 28, 2002 TO DECEMBER 31, 2003 TOTAL PROJECTED PERIOD COST \$22,625.00		
FUNDS		Former Award	This Action	Amended Total
MDEQ Amount This Action- Allocated (4049)			\$22,625.00	
MDEQ Amount This Action- Competitive (4050)				
Recipient Contribution				
Other Contribution				
Allowable Project Cost			\$22,625.00	
APPROVED BUDGET				
Personnel				
Indirect				
Travel				
Equipment				
Supplies				
Educational Material				
Construction				
Other--Labor, Equip., Rent, & Disposal Cost			\$22,625.00	
Total Charges			\$22,625.00	
METHOD OF PAYMENT				
Advance				
Reimbursement		X		

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
HARRISON COUNTY BOARD OF SUPERVISORS
GRANT AGREEMENT MODIFICATION NO. 1

Except as it is modified by the provisions of this Grant Agreement Modification No. 1, the Standard Terms and Conditions of this Grant Agreement Number SW257 shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to the up to and not exceeding \$ 22,625.00 for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the HOUSEHOLD HAZARDOUS AND WHITE GOODS COLLECTION PROGRAM.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Charles Chisolm
Executive Director

Date

HARRISON COUNTY BOARD OF SUPERVISORS

Authorized Signature

Date

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER AUTHORIZING THE MISSISSIPPI COOPERATIVE EXTENSION
SERVICE TO INITIATE THE PROCESS TO EMPLOY A COUNTY
SECRETARY FOR HARRISON COUNTY AT A RATE OF \$7,469.00
PER YEAR PLUS PRORATA SHARE OF EMPLOYEE BENEFITS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Mississippi Cooperative Extension Service to initiate the process to employ a County Secretary for Harrison County at a rate of \$7,469.00 per year plus prorata share of employee benefits.

This amount is already included in budget. The person will fill the position of Dorothy L. Evans who tendered her resignation to be effective May 23, 2003.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

ORDER ACKNOWLEDGING RECEIPT OF AND SPREADING UPON THE MINUTES THE LOCAL AREA 6'S REPORTING WORKSHEETS FOR THE MONTH ENDING MARCH 31, 2003

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT OF AND SPREAD UPON THE MINUTES the Local Area 6's reporting worksheets for the month ending March 31, 2003, same being as follows:



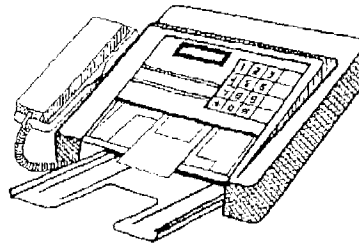
4-14-03 12:51P GCBSC

228 897 1881

P.01



Mary Lee McNeil
*President and
Chief Executive Officer*



FACSIMILE MESSAGE COVER SHEET

TO: PAM ULRICH (865-4162)
HARRISON COUNTY BOARD OF SUPERVISORS ADMINISTRATOR

FROM: LESLIE LADNER

TOTAL NUMBER OF PAGES 6 (INCLUDING COVER SHEET)

- COPY (ORIGINAL WILL FOLLOW BY MAIL)
- NO COPY WILL BE MAILED

COMMENTS: PLEASE FIND FOR YOUR REVIEW A COPY OF "LOCAL AREA 6'S REPORTING WORKSHEETS FOR THE MONTH END OF 03/31/03. PLEASE FILE ACCORDINGLY WITH WIA RECORDS. IF YOU HAVE ANY QUESTIONS OR NEED ANY OTHER INFORMATION, PLEASE CONTACT LESLIE LADNER AT (228) 897-1881 OR VIA EMAIL AT lladner@gcbse.com.

Handwritten signature and date: 5/17/03

DATE: 04/14/03

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

LOCAL AREA # VI		LOCAL AREA'S VIA MONTHLY REPORTING WORKSHEET			
Harrison County Board of Supervisors Post Office Drawer CC Gulfport, MS 39502 (228) 865-4116 / (228) 897-1881		PROGRAM YEAR 02			
		FOR THE PERIOD ENDING MARCH 31, 2003			
		Alternate signature: <u>Jerry Pasgett</u>			
A	B	C	D	E	F
FUNDING STREAM	AVAILABLE FUNDS	PRIOR CUM. COST REPORTED TO DATE 2/28/2003	CURRENT PERIOD COST	CUMULATIVE COST REPORTED TO DATE	UNLIQUIDATED OBLIGATIONS (B-E)
ADMINISTRATION 10% MAX					
NON-INNOVATION FEDERAL ADMIN	357,393.30	0.00	213.89	213.89	357,179.41
WINNOVATION DISLOCATED WORKER ADMIN *	0.00	0.00	0.00	0.00	0.00
F01 TOTAL ADMINISTRATION AVAILABLE	357,393.30	0.00	213.89	213.89	357,179.41
PROGRAM INCOME					
ADULTS					
FEDERAL FUNDS ALLOCATED	921,778.20				
FED. FUNDS TRANSFERRED (TO) FROM (20% MAX.)	269,905.20				
F02 TOTAL ADULTS AVAILABLE	1,191,683.40	451,293.95	74,849.97	526,143.92	665,539.48
PROGRAM INCOME					
YOUTH					
F04 IN-SCHOOL					
Summer Youth	290,000.00	35,318.31	0.00	35,318.31	
Other Youth	340,094.05	74,358.05	21,221.57	95,579.62	
TOTAL IN-SCHOOL	540,094.05	109,676.36	21,221.57	130,897.93	
F05 50% MIN. OUT OF SCHOOL					
Summer Youth	30,000.00	0.00	0.00	0.00	
Other Youth	510,094.05	143,175.24	60,635.94	203,811.18	
TOTAL OUT OF SCHOOL	540,094.05	143,175.24	60,635.94	203,811.18	
TOTAL YOUTH AVAILABLE	1,080,188.10	252,851.60	81,857.51	334,709.11	745,478.99
PROGRAM INCOME					
DISLOCATED WORKERS					
FEDERAL FUNDS ALLOCATED	1,214,573.40				
FED. FUNDS TRANSFERRED (TO) FROM (20% of total)	269,905.20				
NON-INNOVATION DISLOCATED WORKERS	944,668.20	599,280.85	12,793.31	612,074.17	332,594.03
WINNOVATION DISLOCATED WORKERS	0.00	0.00	0.00	0.00	0.00
F06 TOTAL DISLOCATED WORKERS AVAILABLE	944,668.20	599,280.85	12,793.31	612,074.17	332,594.03
PROGRAM INCOME					
WINNOVATION					

P-02

228 897 1881

pp-14-03 12:51P GCBSC


MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

P.03
22B 897 1B81
Apr-03 12:51P GCBSC

A FUNDING STREAM	B AVAILABLE FUNDS	C PRIOR CUM. COST REPORTED TO DATE 2/26/2003	D CURRENT PERIOD COST	E CUMULATIVE COST REPORTED TO DATE	F UNLIQUIDATED OBLIGATIONS (B-E)
ADMINISTRATION	0.00	0.00	0.00	0.00	
PLANNING	0.00	0.00	0.00	0.00	
IMPLEMENTATION	0.00	0.00	0.00	0.00	
OVERSIGHT/EVALUATION	0.00	0.00	0.00	0.00	
F08 TOTAL WINNOVATION AVAILABLE *	0.00	0.00	0.00	0.00	0.00
PROGRAM INCOME					
RAPID RESPONSE	0.00	0.00	0.00	0.00	0.00
PROGRAM INCOME					
GRAND TOTAL BY COLUMN	3,573,933.00	3,303,426.41	169,714.58	1,473,141.09	2,100,791.91

ACCRUED VS. CASH COST REPORT SUMMARY			
FUNDING STREAM	TOTAL CASH OUTLAYS TO DATE	ACCRUED COSTS	CUMULATIVE COST REPORTED TO DATE (should equal Column E above)
ADMINISTRATION	213.89		213.89
ADULT	147,398.66	376,745.26	526,143.92
YOUTH	270,451.30	64,257.81	334,709.11
DISLOCATED WORKER	0.00	612,074.17	612,074.17
WINNOVATION	0.00		0.00
RAPID RESPONSE	0.00		0.00
TOTAL BY COLUMN	418,063.85	1,055,077.24	1,473,141.09

THE SIGNER OF THIS DOCUMENT CERTIFIES THAT REPORTED COST IS CALCULATED ON AN ACCRUAL BASIS WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. FINAL AUDIT OF PROJECT(S) WILL INCLUDE VERIFICATION OF ABOVE CLAIMED COST FROM THE LOCAL AREA'S SOURCE RECORDS.


 SIGNATURE OF AUTHORIZED OFFICIAL

4/14/03 *irl*
 14-Mar-2003
 DATE

 VDA REVIEW

*NOTE: Expenditures for Dislocated Worker WINnovation, Dislocated Worker Administration, and WINnovation must be reported on separate itemized lists. These lists must accompany this worksheet.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

P. 04
228 897 1881
PR-14-03 12:52P GCBS

LOCAL AREA # VI		LOCAL AREA'S WIA MONTHLY REPORTING WORKSHEET			
Harrison County Board of Supervisors Post Office Drawer CC Gulfport, MS 39502 (228) 865-4116 / (228) 897-1881		PROGRAM YEAR 01 FOR THE PERIOD ENDING MARCH 31, 2003 Alternate signature: <u>Jerry Padgett</u>			
A	B	C	D	E	F
FUNDING STREAM	AVAILABLE FUNCS	PRIOR CUM COST REPORTED TO DATE 2/28/2003	CURRENT PERIOD COST	CUMULATIVE COST REPORTED TO DATE	UNLIQUIDATED OBLIGATIONS (B-E)
ADMINISTRATION: 14% MAX					
NON-INNOVATION FEDERAL ADMIN	538,584.00	513,081.05	25,502.95	538,584.00	0.00
WINNOVATION DISLOCATED WORKER ADMIN *	12,840.72	0.00	0.00	0.00	12,840.72
F01 TOTAL ADMINISTRATION AVAILABLE	551,424.72	513,081.05	25,502.95	538,584.00	12,840.72
PROGRAM INCOME					
ADULTS:					
FEDERAL FUNDS ALLOCATED	1,139,175.90				
FED. FUNDS TRANSFERRED (TO) FROM (20% MAX)	511,721.00				
F02 TOTAL ADULTS AVAILABLE	1,750,896.90	1,750,896.90	0.00	1,750,896.90	0.00
PROGRAM INCOME					
YOUTH:					
F04 IN-SCHOOL					
Summer Youth	414,807.35	414,807.35	0.00	414,807.35	
Other Youth	196,519.90	196,519.90	0.00	196,519.90	
TOTAL IN-SCHOOL	611,327.25	611,327.25	0.00	611,327.25	
F05 20% MIN. OUT OF SCHOOL					
Summer Youth	30,000.00	0.00		0.00	
Other Youth	747,177.75	747,177.75	0.00	747,177.75	
TOTAL OUT-OF-SCHOOL	747,177.75	747,177.75	0.00	747,177.75	
TOTAL YOUTH AVAILABLE	1,358,505.00	1,358,505.00	0.00	1,358,505.00	0.00
PROGRAM INCOME					
DISLOCATED WORKERS					
FEDERAL FUNDS ALLOCATED	2,349,575.10				
FED. FUNDS TRANSFERRED (TO) FROM (20% of total)	611,721.00				
NON-INNOVATION DISLOCATED WORKERS	1,737,854.10	1,737,854.10	0.00	1,737,854.10	0.00
WINNOVATION DISLOCATED WORKERS	1,078,291.28	457,711.54	11,008.64	456,720.18	609,481.10
F06 TOTAL DISLOCATED WORKERS AVAILABLE	2,816,055.38	2,195,565.64	11,008.64	2,206,574.28	609,481.10
PROGRAM INCOME					
WINNOVATION:					

MINUTE BOOK
 BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
 MAY 2003 TERM

P. 015
 228 897 1881
 GCBSC
 12:52P
 Apr-14-03

A	B	C	D	E	F
FUNDING STREAM	AVAILABLE FUNDS	PRIOR CUM. COST REPORTED TO DATE 2/28/2003	CURRENT PERIOD COST	CUMULATIVE COST REPORTED TO DATE	UNLIQUIDATED OBLIGATIONS (B-E)
ADMINISTRATION	4,765.42	3,986.96	32.53	4,019.49	
PLANNING	238.32	0.00	0.00	0.00	
IMPLEMENTATION	769,058.64	254,064.09	44,320.25	298,384.34	
OVERSIGHT/EVALUATION	265.62	0.00	0.00	0.00	
POP. TOTAL WINNOVATION AVAILABLE *	774,328.00	258,051.05	44,352.78	302,403.83	471,925.17
PROGRAM INCOME					
RAPID RESPONSE:	100,000.00	16,238.48	4,569.79	20,808.27	79,191.73
PROGRAM INCOME					
GRAND TOTAL BY COLUMN	7,351,211.00	6,092,338.12	85,434.16	6,177,772.28	1,173,438.72

ACCRUED VS. CASH COST REPORT SUMMARY			
FUNDING STREAM	TOTAL CASH OUTLAYS TO DATE	ACCRUED COSTS	CUMULATIVE COST REPORTED TO DATE (should equal Column E above)
ADMINISTRATION	538,584.00		538,584.00
ADULT	1,750,896.90		1,750,896.90
YOUTH	1,358,505.00		1,358,505.00
DISLOCATED WORKER	1,713,617.66	24,836.44	1,737,654.10
WINNOVATION	770,450.81	673.20	771,124.01
RAPID RESPONSE	20,808.27		20,808.27
TOTAL BY COLUMN	6,152,262.64	25,509.64	6,177,772.28

THE SIGNER OF THIS DOCUMENT CERTIFIES THAT REPORTED COST IS CALCULATED ON AN ACCRUAL BASIS WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. FINAL AUDIT OF PROJECT(S) WILL INCLUDE VERIFICATION OF ABOVE CLAIMED COST FROM THE LOCAL AREA'S SOURCE RECORDS.

Signature: Reale Sadner DATE: 4/14/03 MDA REVIEW: _____
SIGNATURE OF AUTHORIZED OFFICIAL 11 Mar 2003

*NOTE: Expenditures for Dislocated Worker WINnovation, Dislocated Worker Administration, and WINnovation must be reported on separate itemized lists. These lists must accompany this worksheet.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

SUPPORT DOCUMENTATION TO REPORTING WORKSHEET
ALLOCATION OF EXPENDITURES BY YEAR (FIFO METHOD)
GULF COAST BUSINESS SERVICES CORPORATION
FOR THE PERIOD ENDING 03/31/03

P. 06

228 897 1BB1

	BUDGET PER GRANT	FUND BALANCE	EXPENDITURES PER GAL	TOTAL EXPENDITURES	01 GRANT FUNDS	(c) 01 CUM. COST TO DATE	02 GRANT FUNDS	(c) 02 CUM. COST TO DATE	GRANT FUNDS	(c) CUM. COST TO DATE
ADM	895,977.30	291,723.98	247,073.91	538,797.89	538,584.00	538,584.00	357,393.30	213.83		0.00
ADULT	2,342,586.30	524,960.39	1,752,879.83	2,277,040.82	1,750,896.90	1,750,896.90	1,191,883.40	526,142.92		0.00
YOUTH W/S	1,151,421.30	308,884.84	433,240.54	742,226.18	611,327.25	611,327.25	540,094.05	130,897.63		0.00
YOUTH O/S	1,287,271.80	443,330.17	501,653.76	950,988.93	747,177.75	747,177.75	540,084.05	203,811.18		0.00
DISLOCATED	2,882,522.30	209,735.35	2,140,192.92	2,349,928.27	1,737,354.10	1,737,354.10	944,668.20	612,074.17		0.00
DISLOCATED - WIN	1,081,042.00	0.00	468,720.18	468,720.18	1,091,342.05	468,720.18				0.00
RAPID RESPONSE	100,000.00		20,808.27	20,808.27	100,000.00	20,808.27				0.00
WIN Innovations	774,329.00		302,403.83	302,403.83	774,329.00	302,403.83	0.00	0.00	0.00	0.00
TOTALS	10,825,144.00	1,784,135.13	5,866,778.24	7,650,913.37	7,351,211.00	6,177,772.28	3,573,933.00	1,473,141.09	0.00	0.00
CHECK TOTALS	10,925,144.00			7,650,913.37						
CHECK TOTAL			5,866,778.24	7,650,913.37						
ADM % of EXP.			0.00		0.07	0.09	0.10	0.00	#DIV/0!	#DIV/0!
PROGRAM INCOME										
ADM	89.32	89.32		89.32	89.32	89.32	0.00	0.00	0.00	0.00
PROGRAM	780.62	780.62		780.62	780.62	780.62	0.00	0.00	0.00	0.00
GRAND TOTAL	10,925,144.00	1,785,005.07	5,866,778.24	7,651,783.31	7,352,080.34	6,178,542.22	3,573,933.00	1,473,141.09	0.00	0.00

Pr: 14-03 12:52P GCBSC

	01 PRIOR CUM COST REPORTED	(c) 01 CUM COST FOR REPORT	02 PRIOR CUM COST REPORTED	(c) 02 CUM COST FOR REPORT	PRIOR CUM COST REPORTED	(c) COST FOR REPORT
ADM		513,081.05	25,502.95			0.00
ADULT		1,750,896.90	0.00	451,282.95	74,649.97	0.00
YOUTH W/S		611,327.25	0.00	109,678.36	21,221.57	0.00
YOUTH O/S		747,177.75	0.00	143,175.24	60,635.94	0.00
DISLOCATED		1,737,354.10	0.00	699,280.88	12,763.21	0.00
DISLOCATED - WIN		457,711.54	11,908.64		0.00	0.00
RAPID RESPONSE		18,238.48	4,659.79		0.00	0.00
WIN Innovations		258,051.05	44,352.78		0.00	0.00
TOTALS		6,092,338.12	85,434.16	1,303,426.41	169,714.58	0.00
Pr						
ADM		89.32	0.00		0.00	0.00
PROGRAM		780.62	0.00		0.00	0.00
GRAND TOTALS		6,092,338.12	85,434.16	1,303,426.41	169,714.58	0.00
GRANT AMOUNT % EXPENDED		10,925,144.00	70.03%			

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor Bobby Eleuterius moved the
adoption of the following Resolution:

**A RESOLUTION OF THE HARRISON COUNTY BOARD OF
SUPERVISORS HONORING THE LIFE AND SERVICE OF
BERNICE SIMMONS UPON HER RECEIPT OF THE
ANNUAL "BILLY CREEL" TOURISM AWARD, AND FOR
RELATED PURPOSES.**

WHEREAS, Bernice Simmons has been chosen as the recipient of the annual "Billy Creel" Tourism Award, by the Mississippi Gulf Coast Convention and Visitors Bureau; and

WHEREAS, the recipient of this award received her Elementary Teaching Credential and Speech Therapy Credential after she graduated from the University of the Pacific and thereafter, she taught school in California, South Carolina, Texas and Japan; and

WHEREAS, while a military wife, she served in many capacities, including Chairperson of Service American Red Cross Activities at Biggs Air Force Base, El Paso, Texas; Shaw Air Force Base in Sumter, South Carolina and Royal Air Force Chelveston, England. Additionally, she served as President of the Officers' Wives Club and worked with Family Services at these installations; and

WHEREAS, during her four-year stay in England, she served as Chairman of the American Women's Activities for England, Scotland and Wales; and

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

WHEREAS, after she moved to Mississippi, she continued her public service, serving as Executive Director of the Mental Health Association in Harrison County, and during her tenure, the Association was selected as the Outstanding Chapter in Mississippi, and at the National Meeting, was selected as the Outstanding Chapter in the Southeastern Region; and

WHEREAS, Mrs. Simmons served on the Board of Directors of the Harrison County Association for Retarded Citizens, the Governor's Committee for Hiring the Handicapped and Cheshire Homes Inc.; and

WHEREAS, she served as President of the Parent's Council of the Harrison County Training Center for Exceptional Children; volunteered at the Harrison County Pre-School for Exceptional Children in Language Development; and served as a Board Member of the Harrison County Association for Family Planning; and

WHEREAS, her support and commitment to the arts is evidenced by her service as Chairperson of the Performing Arts for the Mississippi Arts Fair for the Handicapped; the Visual Arts for the Mississippi Arts Fair for the Handicapped; President of the Gulf Coast Arts Council; member of the Board of Directors of the Gulf Coast Arts Council; President of the Gulfport Little Theatre; member of Board of Directors of the Gulf Coast Symphony and President of the Gulf Coast Symphony Guild; and

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

WHEREAS, she was selected as a "Mississippi Beautiful Activist", one of ten (10) women selected in the State, and was chosen as the Outstanding Career Woman of the Year by the Business and Professional Women of Biloxi; and

WHEREAS, she was a member of the first class of Leadership Gulf Coast in 1991, and since 1991 has served as President of Coasting Inc.; and

WHEREAS, she is an active member of the Westminster Presbyterian Church.

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, on behalf of the Citizens of Harrison County, does hereby commend the life and service of Bernice Simmons, upon her award of the Annual "Billy Creel" Tourism Award.

SECTION II. Mrs. Simmons is a worthy recipient of this award and the Board of Supervisors commends her for a lifetime of commitment and service to her community.

SECTION III. A certified copy of this Resolution shall be spread upon the official Minutes of the Harrison County Board of Supervisors, there to remain as a testament to the life and service of Bernice Simmons.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor Larry Benefield 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 5th day of May, 2003.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING THE REQUEST OF GARY T. HARGROVE,
CORONER, TO APPOINT GREG GRIFFIN AS A CERTIFIED DEPUTY
MEDICAL EXAMINER INVESTIGATOR FOR THE HARRISON COUNTY
CORONER'S OFFICE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the request of Gary T. Hargrove, Coroner, to appoint Greg Griffin as a certified Deputy Medical Examiner investigator for the Harrison County Coroner's office. He will be replacing Deputy Coroner Leonard Bentz who resigned.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER ACCEPTING THE OFFER OF PAT PETERMAN IN THE
AMOUNT OF \$10.00 FOR PURCHASE OF JUNKED 1 1/4" PIPE
LOCATED AT THE LYMAN WORK CENTER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT the offer of Pat Peterman in the amount of \$10.00 for purchase of junked 1 1/4" pipe located at the Lyman Work Center.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING AN \$18,000.00 APPROPRIATION TO THE
MISSISSIPPI SOUND MARINE HISTORICAL FOUNDATION FOR
INSTALLATION OF AN ELEVATOR AT THE MUSEUM TO MEET ADA
REQUIREMENTS, PAYABLE FROM 002-100-701**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE an \$18,000.00 appropriation to the Mississippi Sound Marine Historical Foundation for installation of an elevator at the museum to meet ADA requirements, payable from 002-100-701.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING CAPITAL EXPENSE PURCHASE OF ONE
MANITOWOC ICE MACHINE FROM PATTERSON ICE IN THE
AMOUNT OF \$1,723.70 FOR USE AT THE FAIRGROUNDS, AND
AUTHORIZING BUDGET AMENDMENT TO ACCOUNT 001-522-919**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE capital expense purchase of one Manitowoc ice machine from Patterson Ice in the amount of \$1,723.70 for use at the Fairgrounds. It is further,

ORDERED that the Board does HEREBY AUTHORIZE budget amendment to account 001-522-919.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING A \$689.00 CAPITAL EXPENSE PURCHASE OF
ONE HEWLETT PACKARD LASER JET 1300N PRINTER AND CABLE
FROM THE LOW QUOTE PROVIDED BY T&T DATA SERVICES, INC.
FOR USE BY THE DATA PROCESSING DEPARTMENT AND LINE ITEM
TRANSFER THEREFOR FROM 001-152-690 TO 001-152-919**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE a \$689.00 capital expense purchase of one Hewlett Packard laser jet 1300N printer and cable from the low quote provided by T&T Data Services, Inc. for use by the Data Processing Department. It is further,

ORDERED that the Board does HEREBY APPROVE line item transfer therefor from 001-152-690 to 001-152-919.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING LINE ITEM TRANSFER IN THE AMOUNT OF
\$329.00 FROM 001-412-581 TO 001-412-917 FOR CAPITAL
EXPENSE PURCHASE OF THREE RADIOS AND SERVICE FROM
SOUTHERN LINC FOR USE BY THE MOSQUITO CONTROL
DEPARTMENT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE line item transfer in the amount of \$329.00 from 001-412-581 to 001-412-917 for capital expense purchase of three radios and service from Southern Linc for use by the Mosquito Control Department.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVE KAREN ADAMS, D'IBERVILLE WORK CENTER, AS
ASSISTANT RECEIVING CLERK AND APPROVING BONDING OF SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE Karen Adams, D'Iberville Work Center, as Assistant Receiving Clerk. It is further,

ORDERED that the Board does HEREBY APPROVE approving bonding of the aforesaid Karen Adams.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

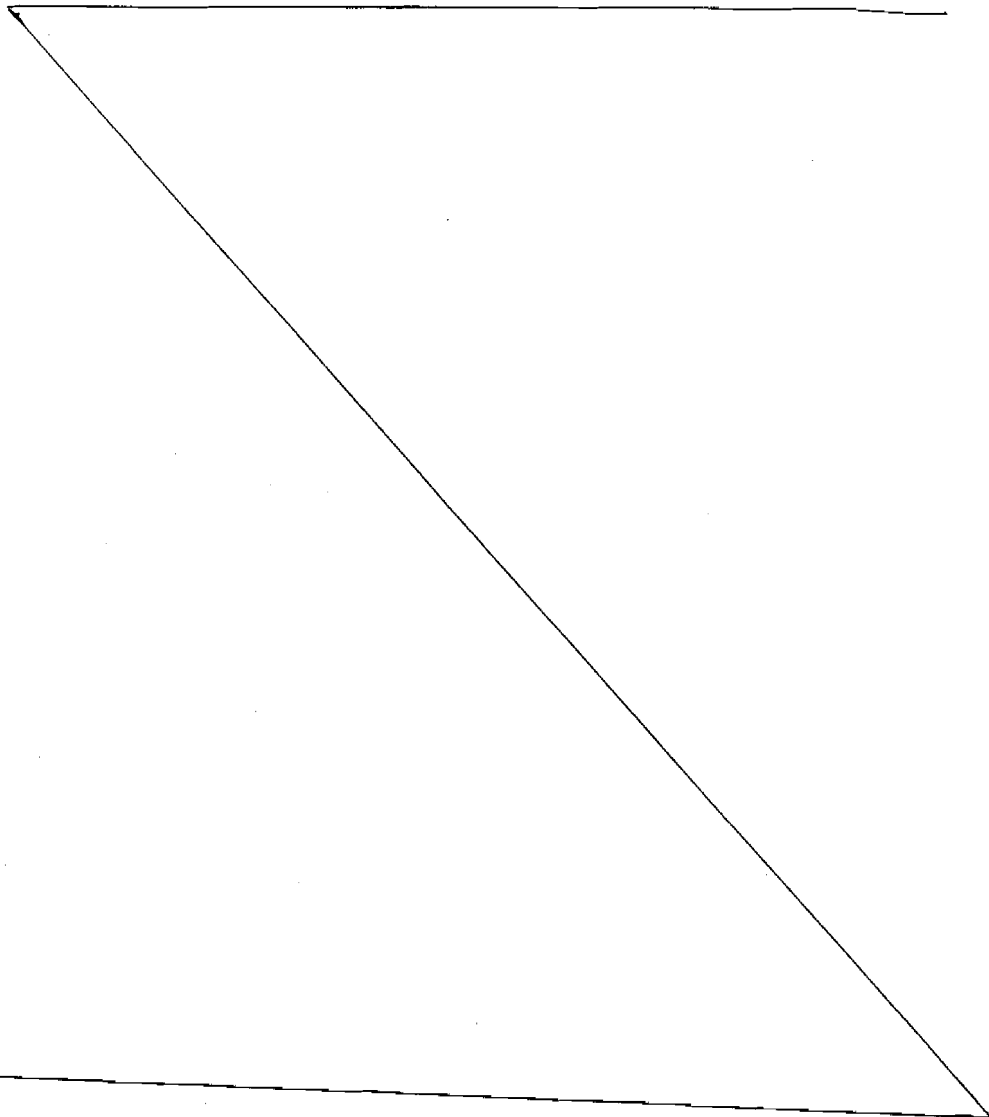
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER ACKNOWLEDGING RECEIPT OF THE REQUEST FOR REVIEW
OF APPLICATION FILED WITH THE MISSISSIPPI DEPARTMENT OF
MARINE RESOURCES BY RICHARD MUELLER, DMR-03595, AS ON
FILE WITH THE CLERK OF THE BOARD, AND AUTHORIZING THE
BOARD PRESIDENT TO EXECUTE THE ACKNOWLEDGMENT OF
RECEIPT THEREFOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the request for review of application filed with the Mississippi Department of Marine Resources by Richard Mueller, DMR-03595, as on file with the Clerk of the Board. It is further,

ORDERED that the Board does HEREBY AUTHORIZE the Board President to execute the acknowledgment of receipt therefor, same being as follows:



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM



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
 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 Richard Mueller; DMR-03595

DATE: April 15, 2003

In accordance with the provisions of the Coastal Wetlands Protection Law, we herewith enclose a copy of the application by Richard Mueller; DMR-03595.

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 May 12, 2003.

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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER ADJUDICATING TRAVEL AS APPROVED BY THE COUNTY
ADMINISTRATOR, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ADJUDICATE travel as approved by the County Administrator, as listed;

a) Mary Cavanaugh, Human Resources Agency Director, who accompanied Senior Companions on their trip to the National Museum of Naval Aviation in Pensacola, Florida, May 2, 2003 at NO cost to the County.

b) Wade M. Baine, Guardian At Litem, to attend continuing education at the Mississippi College School of Law in Jackson, Mississippi, May 2, 2003, and reimbursement of travel expenses estimated at \$325.00.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

ORDER APPROVING TRAVEL, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE travel, as listed:

- a) George Mixon, Fire Marshall, to attend the statewide meeting of the County Fire Coordinators in Jackson, Mississippi, May 13, 2003 at an estimated cost of \$70.00.
- b) Mary Cavanaugh, Director of Human Resources Agency, to attend the 2003 National Conference on Community Volunteering and National Service in Baltimore, Maryland, June 6-11, 2003 at an estimated cost of \$1,412.50.
- c) Gary Hargrove, Coroner, and Deputy Coroners, Betty Davis, Charles Schultz and Greg Griffin to attend the Mississippi Coroner/Medical Examiner Association summer meeting in Gulfport, Mississippi, June 9-12, 2003 at an estimated cost for registration of \$500.00.
- d) Vertna Newman, Tax Assessor's Office, to attend the Council's Mississippi Personal Law Update in Gulfport, Mississippi, June 18-19, 2003 with a registration fee of \$599.00.
- e) Susan Shipman, DP Coordinator, Elizabeth Parker, DP, Janice Daams, Chancery Court, and Greg Illich, Justice Court, to attend the PCS5 Conference in Myrtle Beach, South Carolina, September 8-11, 2003 at an estimated cost of \$2,650.00.
- f) Neille Jones, Purchase Clerk, to attend the 2nd quarterly workshop/training seminar sponsored by the Mississippi Association of Governmental Purchasing Administrators, in Jackson, Mississippi, May 21, 2003 at an estimated cost of \$125.00.
- g) Linda Rouse and Ivy Lacy, Civil Defense, to attend the MCDEMA annual conference and training, in Bay St. Louis, Mississippi, June 8-11, 2003 at an estimated cost for registration and meals of \$310.00; no hotel expense.
- h) Robert Bailey, 911 Coordinator, to attend the National Emergency Number Association 2003 annual conference and training, June 14-19, 2003 in Denver, Colorado at an estimated cost of \$2,268.88.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING ADVERTISEMENT OF COUNTY RESOURCES,
PAYABLE FROM 001-675-522, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE advertisement of County resources, payable from 001-675-522, as listed:

- a) \$100.00 for full-page ad in the Joppa Shrine Center of the Mississippi Gulf Coast convention program;
- b) \$250.00 for inside cover ad in the Biloxi Branch NAACP souvenir booklet for the annual Mother of the Year Program;
- c) \$500.00 to the NAACP Gaming Task Force Convention Program.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING A \$1,500.00 APPROPRIATION TO THE
COMBAT ACADEMY SCHOOL OF MARTIAL ARTS AND FITNESS TO
ADVERTISE COUNTY RESOURCES AT THE 2003 US KARATE
ALLIANCE WORLD CHAMPIONSHIP IN NEW ORLEANS, LA,
PAYABLE FROM 002-100-522**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE a \$1,500.00 appropriation to the Combat Academy School of Martial Arts and Fitness to advertise County resources at the 2003 US Karate Alliance World Championship in New Orleans, LA, payable from 002-100-522.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 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 listed, whereupon Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER AUTHORIZING AND DIRECTING INSTALLATION OF STREET LIGHTS, AS LISTED

WHEREAS, the Board of Supervisors of Harrison County, Mississippi hereby finds that the Board shall authorize and direct installation of street lights, as follows:

- a) 25531 Ramsey Road, Supervisor's Voting District 1
- b) 17146 Lakeview Road, Supervisor's Voting District 5
- c) 12239 School Road, Supervisor's Voting District 5

IT IS THEREFORE ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY AUTHORIZE installation of street lights, as aforesaid, in Supervisor's Voting Districts 1 and 5.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 7th day of April 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING EMPLOYMENT OF SUMMER WORKERS (FIVE
PER DISTRICT) FROM THIS DATE UNTIL AUGUST 8, 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE employment of summer workers, five per District, from this date until August 8, 2003.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

ORDER APPROVING PAYROLL FOR MAY 2003

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payroll for May 2003.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

(SUPERVISOR BOBBY ELEUTERIUS OUT ON VOTE)

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER TABLING REQUEST FOR BUDGET AMENDMENT TO
ACCOUNT 001-260-919 IN THE AMOUNT OF \$499.00 FOR
UPGRADE FROM ARCVIEW 3.2 WINDOWS TO ARCVIEW GIS 3.3
AND MAINTENANCE PROGRAM, AS PER QUOTE BY ESRI, INC., FOR
RUNNING MODEL STORM SURGE PROGRAM UNTIL THE COUNTY
ADMINISTRATOR VERIFIES WITH VERIDIAN SYSTEMS DIVISION THE
NEED FOR SAID UPGRADE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY TABLE request for budget amendment to account 001-260-919 in the amount of \$499.00 for upgrade from ArcView 3.2 Windows to ArcView GIS 3.3 and maintenance program, as per quote by ESRI, Inc., for running model storm surge program until the County Administrator verifies with Veridian Systems Division the need for said upgrade.

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

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

(SUPERVISOR BOBBY ELEUTERIUS OUT ON VOTE)

Supervisor **LARRY BENEFIELD** moved adoption of the following:

ORDER RESCINDING ORDER ADOPTED MARCH 10, 2003 AND RECORDED IN MINUTE BOOK 379, PAGES 112-119, ACCEPTING THE LOW BID OF GREAT SOUTHERN TRACTOR CO. FOR BID #027, ONE OR MORE NEW 160HP ARTICULATED WHEEL LOADERS IN THE AMOUNT OF \$109,193.09 LESS TRADE-IN ALLOWANCE FOR ASSET 11874 OF \$27,000.00 FOR NET COST OF \$82,193.09 DUE TO THE FACT THAT ASSET 11874 CANNOT BE TRADED IN AS PER MEMO OF THE SAND BEACH DIRECTOR UNDER DATE OF MAY 2, 2003

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY RESCIND order adopted March 10, 2003 and recorded in Minute Book 379, Pages 112-119, accepting the low bid of Great Southern Tractor Co. for bid #027, one or more new 160HP articulated wheel loaders in the amount of \$109,193.09 less trade-in allowance for asset 11874 of \$27,000.00 for net cost of \$82,193.09 due to the fact that asset 11874 cannot be traded in as per memo of the Sand Beach Director under date of May 2, 2003.

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

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

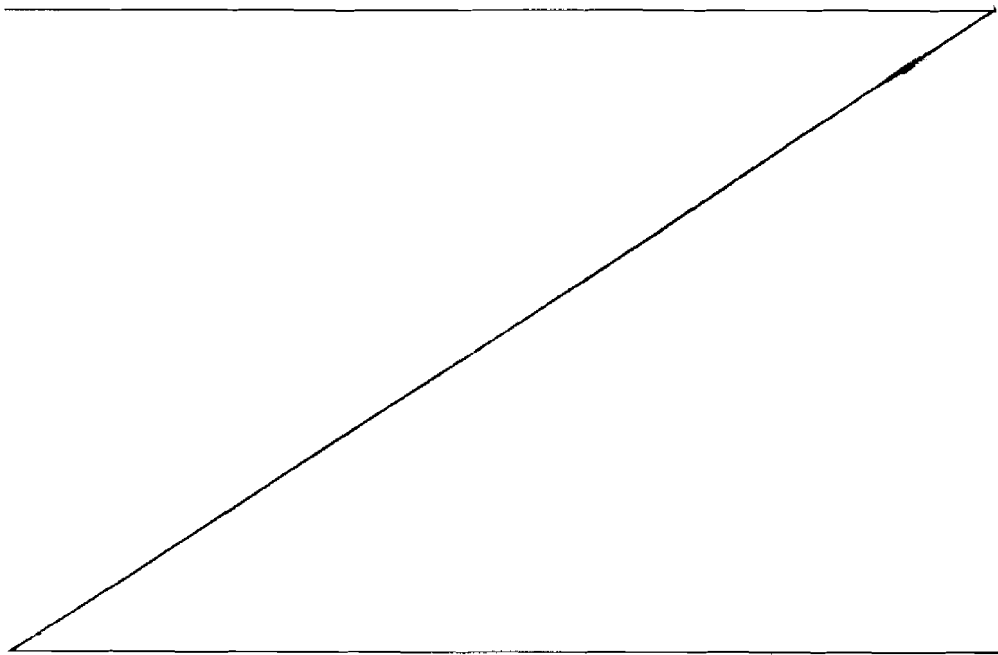
(SUPERVISOR BOBBY ELEUTERIUS OUT ON VOTE)

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER ACCEPTING LOW BID OF GREAT SOUTHERN TRACTOR
COMPANY IN THE AMOUNT OF \$109,193.09 FOR BID #27, ONE
OR MORE NEW 160 HP ARTICULATED WHEEL LOADERS FOR USE
ON THE SAND BEACH**

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

1. That this Board, at a meeting heretofore held on the 10th day of February 2003, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for Bid #027, one or more new 2003 model 160 HP articulated wheel loaders.
2. That as directed in the aforesaid Order, said Advertisement 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 next immediately preceding the date of said Order directing publication of said Advertisement for Bids, 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 Advertisement for Bids was published on February 14 and 18, 2003.
3. That publication of said notice has been made once each week for two consecutive weeks, the last of which was at least seven days prior to February 28, 2003, 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
MAY 2003 TERM

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Markell Miles 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. 119 No. 131 dated 14 day of February, 2003
 Vol. 119 No. 135 dated 18 day of February, 2003
 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.

Markell Miles
 Clerk

Sworn to and subscribed before me this 18th day of February, A.D., 2003

Jana Elaine Miller
 Notary Public

My Commission Expires April 30, 2005

Printer's Fee	\$ <u>91.96</u>
Furnishing proof of publication	\$ <u>6.00</u>
TOTAL	\$ <u>97.96</u>

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 February 28, 2003 for purchase by Harrison County of the following:

BID #527 ONE OR MORE NEW, 2003 MODEL, 160HP, ARTICULATED WHEEL LOADERS

The specifications and the bid form for Bid #527, listed above may be obtained from the Harrison County Purchasing Department, located in the First Judicial District Court house at 1801 23rd Avenue, Gulfport, Mississippi 39502, (228) 895-4029. Technical questions not addressed in the specifications should be submitted in writing for forward to Mr. Robert Weaver, State Beach Authority Office (228) 898-0055.

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. "Bid No. _____" to be opened on **FEBRUARY 28, 2003**. Envelopes not so marked are submitted at the risk of the Bidder and the County assumes no responsibility for the premature opening of the 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 for bids that arrive in the mail after the designated opening time. Bids may also be delivered to the Harrison County Purchasing Department located at 1801 23rd Avenue, Gulfport, Mississippi, 39502, until 5:00 P.M., on **FEBRUARY 27, 2003** or be brought to the Board of Supervisors meeting room at the First Judicial District Courthouse in Gulfport, Mississippi, on **FEBRUARY 28, 2003** prior to the bid opening time listed above.

The Board of Supervisors representatives will meet at the time and in the place stated first above in this Notice and will then and there open, read, consider and take such action as the Board has instructed, for bids received in accordance with this Notice.

The Board reserves the right to reject any and all bids and to waive informalities.

By Order of the Harrison County Board of Supervisors item #527 was formally adopted on February 10, 2003.

JOHN McADAMS, CHANCERY CLERK
 EX OFFICIO CLERK FOR THE BOARD OF SUPERVISORS
 (SFAL)
 731edw14,18,2x 632658

- That on February 10, 2003 an order was entered designating the Purchase Clerk, and a representative from the Chancery Clerk's office as the Board's representatives to receive said bids on February 28, 2003.
- That bids were received at the time and place and in the manner provided in said Advertisement for Bids. The following bids were received:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

TABULATION SHEET FOR BID #-027
ONE OR MORE 160 HP ARTICULATED WHEEL LOADERS
FOR THE SAND BEACH DEPARTMENT

BIDDER	MANUFACTURER AND MODEL	BID PRICE EACH
BEARD EQUIPMENT COMPANY		NO BID
GREAT SOUTHERN TRACTOR	KOMATSU MODEL WA320-3 160 HORSE POWER WHEEL LOADER	\$109,193.09 LESS TRADE-IN (\$27,000.00) \$82,193.09
LEE TRACTOR COMPANY	CASE MODEL 721 D 160 HORSE POWER WHEEL LOADER	\$112,800.00 LESS TRADE-IN (\$28,500.00) \$84,300.00
PUCKETT MACHINERY COMPANY		\$113,450.00 LESS TRADE-IN (\$26,000.00) \$87,450.00
STRIBLING EQUIPMENT LLC	JOHN DEERE MODEL 624H 160 HORSE POWER WHEEL LOADER	\$119,697.77 LESS TRADE-IN (\$18,000.00) \$101,697.77

*** BIDS WERE OPENED ON FEBRUARY 28, 2003

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

MAY 2003 TERM

MINIMUM Specifications and Bid Form for One or More New, 2003 Model 160 HP, Articulated Wheel Loaders for the Sand Beach Maintenance Department.

SPECIFICATIONS:

- | | |
|---|--|
| 28,000lb operating weight | Vendor Complies: <input checked="" type="checkbox"/> |
| 160 net flywheel horsepower | Vendor Complies: <input checked="" type="checkbox"/> |
| 6-cylinder turbocharged diesel engine | Vendor Complies: <input checked="" type="checkbox"/> |
| 4 forward / 3 reverse power shift transmission with auto-shift | Vendor Complies: <input checked="" type="checkbox"/> |
| Inboard mounted wet disc brakes | Vendor Complies: <input checked="" type="checkbox"/> |
| Enclosed pressurized ROPS cab w/ heater and air conditioner | Vendor Complies: <input checked="" type="checkbox"/> |
| Fully adjustable cloth suspension seat | Vendor Complies: <input checked="" type="checkbox"/> |
| Rear view mirrors | Vendor Complies: <input checked="" type="checkbox"/> |
| Front and rear wipers | Vendor Complies: <input checked="" type="checkbox"/> |
| Electronic monitoring system (3 level) | Vendor Complies: <input checked="" type="checkbox"/> |
| 4 front/2 rear halogen work lights | Vendor Complies: <input checked="" type="checkbox"/> |
| 2 stop/tail lights | Vendor Complies: <input checked="" type="checkbox"/> |
| 20.5-R25 X11A Michelin radial tires | Vendor Complies: <input checked="" type="checkbox"/> |
| Fenders, front and rear | Vendor Complies: <input checked="" type="checkbox"/> |
| Crankcase and power train bottom guards | Vendor Complies: <input checked="" type="checkbox"/> |
| 3.5 cubic yard general purpose bucket w/ bolt-on cutting edges | Vendor Complies: <input checked="" type="checkbox"/> |
| Automatic bucket positioner w/lift kick-out | Vendor Complies: <input checked="" type="checkbox"/> |
| Two-lever bucket control | Vendor Complies: <input checked="" type="checkbox"/> |
| 19,950lb full turn static tip load | Vendor Complies: <input checked="" type="checkbox"/> |
| 25,000lb-bucket breakout force | Vendor Complies: <input checked="" type="checkbox"/> |
| 50 amp alternator, back-up alarm, front warning horn, heavy duty starter, maintenance free batteries, retractable seat belt, engine air pre-cleaner, AM/FM radio, drawbar hitch w/pin, locking engine enclosures, master electrical disconnect switch, vandalism protection locks | Vendor Complies: <input checked="" type="checkbox"/> |
| All other Standard Safety features | Vendor Complies: <input checked="" type="checkbox"/> |
| 5-year/7,500 hour power train warranty | Vendor Complies: <input checked="" type="checkbox"/> |

ALL BLANKS MUST BE COMPLETED TO VERIFY COMPLIANCE OR EXCEPTIONS

MANUFACTURER'S NAME AND MODEL: Komatsu WA320-3
 DELIVERY SCHEDULE: Approximately 90 days or less

BID PRICE FOR NEW EQUIPMENT \$ 109,193.09

*** TRADE-IN ALLOWANCE FOR THE FOLLOWING PIECE OF EQUIPMENT:
 1997 Caterpillar Model # 924F Articulated Wheel Loader Serial # 5NNO69641545
 TRADE ALLOWANCE \$ 27,000.00

If Harrison County chooses the Trade Allowance option, the Loader transaction will be completed upon delivery of new Loader. Inspection of Loader may be arranged by contacting Mr. Robert Weaver, Director of the Sand Beach Authority at 842 Commerce Street, Gulfport, MS 39507. Telephone # 228 - 896 - 0055

BID PRICE FOR NEW EQUIPMENT LESS TRADE ALLOWANCE \$ 82,193.09

- GENERAL**
- Bid price to include delivery to Harrison County, dealer preparation, title application and State Inspection fees.
 - Bid price must remain valid for sixty- (60) days beginning with bid opening date.
 - Bidders place of business, if the business is not located in Harrison County, MS, the complete geographical location / address full service, parts and warranty repairs: _____
 - The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service, parts and the warranty repair shop location when awarding this bid.
 - COMPLETE TECHNICAL SPECIFICATIONS FOR THE EQUIPMENT BEING OFFERED MUST BE SUBMITTED WITH EACH BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE SUBMITTED IN WRITING, TO BE FORWARDED TO MR. ROBERT WEAVER, DIRECTOR OF THE SAND BEACH AUTHORITY, TELEPHONE (228) 896-0055.

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS

DATE: February 27, 2003

VENDOR: Great Southern Tractor

SIGNED BY (NAME & TITLE): Robert Weaver SALES REPRESENTATIVE

ADDRESS: 12202 Hwy 67 Biloxi, MS 39532

TELEPHONE: 228-392-7100 FAX 228-392-7324

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

BID #027 TO BE OPENED ON FEBRUARY 28, 2003

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

MINIMUM Specifications and Bid Form for One or More New, 2003 Model 160 HP, Articulated Wheel Loaders for the Sand Beach Maintenance Department.

SPECIFICATIONS:

- | | |
|---|--|
| 28,000lb operating weight | Vendor Complies: <input checked="" type="checkbox"/> |
| 160 net flywheel horsepower | Vendor Complies: <input checked="" type="checkbox"/> |
| 6 cylinder turbocharged diesel engine | Vendor Complies: <input checked="" type="checkbox"/> |
| 4 forward / 3 reverse power shift transmission with auto-shift | Vendor Complies: <input checked="" type="checkbox"/> |
| Inboard mounted wet disc brakes | Vendor Complies: <input checked="" type="checkbox"/> |
| Enclosed pressurized ROPS cab w/ heater and air conditioner | Vendor Complies: <input checked="" type="checkbox"/> |
| Fully adjustable cloth suspension seat | Vendor Complies: <input checked="" type="checkbox"/> |
| Rear view mirrors | Vendor Complies: <input checked="" type="checkbox"/> |
| Front and rear wipers | Vendor Complies: <input checked="" type="checkbox"/> |
| Electronic monitoring system (3 level) | Vendor Complies: <input checked="" type="checkbox"/> |
| 4 front/2 rear halogen work lights | Vendor Complies: <input checked="" type="checkbox"/> |
| 2 stop/tail lights | Vendor Complies: <input checked="" type="checkbox"/> |
| 20.5-R25 XIA Michelin radial tires | Vendor Complies: <input checked="" type="checkbox"/> |
| Fenders, front and rear | Vendor Complies: <input checked="" type="checkbox"/> |
| Crankcase and power train bottom guards | Vendor Complies: <input checked="" type="checkbox"/> |
| 3.5 cubic yard general purpose bucket w/ bolt-on cutting edges | Vendor Complies: <input checked="" type="checkbox"/> |
| Automatic bucket positioner w/lift kick-out | Vendor Complies: <input checked="" type="checkbox"/> |
| Two-lever bucket control | Vendor Complies: <input checked="" type="checkbox"/> |
| 19,950lb full turn static tip load | Vendor Complies: <input checked="" type="checkbox"/> |
| 25,000lb bucket breakout force | Vendor Complies: <input checked="" type="checkbox"/> |
| 50 amp alternator, back-up alarm, front warning horn, heavy duty starter, maintenance free batteries, retractable seat belt, engine air pre-cleaner, AM/FM radio, drawbar hitch w/pin, locking engine enclosures, master electrical disconnect switch, vandalism protection locks | Vendor Complies: <input checked="" type="checkbox"/> |
| All other Standard Safety Features | Vendor Complies: <input checked="" type="checkbox"/> |
| 5-year/7,500 hour power train warranty | Vendor Complies: <input checked="" type="checkbox"/> |

ALL BLANKS MUST BE COMPLETED TO VERIFY COMPLIANCE OR EXCEPTIONS

MANUFACTURER'S NAME AND MODEL: CASE 721 D
 DELIVERY SCHEDULE: 30 to 90 DAYS

BID PRICE FOR NEW EQUIPMENT 112,500.00

*** TRADE-IN ALLOWANCE FOR THE FOLLOWING PIECE OF EQUIPMENT:
 1997 Caterpillar Model # 924F Articulated Wheel Loader Serial # 5NNO69641545
 TRADE ALLOWANCE 28,500.00

If Harrison County chooses the Trade Allowance option, the Loader transaction will be completed upon delivery of new Loader. Inspection of Loader may be arranged by contacting Mr. Robert Weaver, Director of the Sand Beach Authority at 842 Commerce Street, Gulfport, MS 39507. Telephone # 228 - 896 - 0055

BID PRICE FOR NEW EQUIPMENT LESS TRADE ALLOWANCE 84,000.00

GENERAL

- Bid price to include delivery to Harrison County, dealer preparation, title application and State Inspection fees.
- Bid price must remain valid for sixty- (60) days beginning with bid opening date.
- Bidders place of business, if the business is not located in Harrison County, MS, the complete geographical location / address full service, parts and warranty repairs:
- The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service, parts and the warranty repair shop location when awarding this bid.
- COMPLETE TECHNICAL SPECIFICATIONS FOR THE EQUIPMENT BEING OFFERED MUST BE SUBMITTED WITH EACH BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE SUBMITTED IN WRITING, TO BE FORWARDED TO MR. ROBERT WEAVER, DIRECTOR OF THE SAND BEACH AUTHORITY, TELEPHONE (228) 896-0055.

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS

DATE: 2-27-03

VENDOR: LEE TRACTOR

SIGNED BY (NAME & TITLE): Larry Johnson

ADDRESS: 12306 NORTH CHATHAM LANE

TELEPHONE: 228-392-9922 FAX 228-392-8866

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

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

MAY 2003 TERM

MINIMUM Specifications and Bid Form for One or More New, 2003 Model 160 HP, Articulated Wheel Loaders for the Sand Beach Maintenance Department.

SPECIFICATIONS:

- | | |
|---|--|
| 28,000lb operating weight | Vendor Complies: <input checked="" type="checkbox"/> |
| 160 net flywheel horsepower | Vendor Complies: <input checked="" type="checkbox"/> |
| 6-cylinder turbocharged diesel engine | Vendor Complies: <input checked="" type="checkbox"/> |
| 4 forward / 3 reverse power shift transmission with auto shift | Vendor Complies: <input checked="" type="checkbox"/> |
| Inboard mounted wet disc brakes | Vendor Complies: <input checked="" type="checkbox"/> |
| Enclosed pressurized ROPS cab w/ heater and air conditioner | Vendor Complies: <input checked="" type="checkbox"/> |
| Fully adjustable cloth suspension seat | Vendor Complies: <input checked="" type="checkbox"/> |
| Rear view mirrors | Vendor Complies: <input checked="" type="checkbox"/> |
| Front and rear wipers | Vendor Complies: <input checked="" type="checkbox"/> |
| Electronic monitoring system (3 level) | Vendor Complies: <input checked="" type="checkbox"/> |
| 4 front/2 rear halogen work lights | Vendor Complies: <input checked="" type="checkbox"/> |
| 2 stop/tail lights | Vendor Complies: <input checked="" type="checkbox"/> |
| 20.5-R25 XIA Michelin radial tires | Vendor Complies: <input checked="" type="checkbox"/> |
| Fenders, front and rear | Vendor Complies: <input checked="" type="checkbox"/> |
| Crankcase and power train bottom guards | Vendor Complies: <input checked="" type="checkbox"/> |
| 3.5 cubic yard general purpose bucket w/ bolt on cutting edges | Vendor Complies: <input checked="" type="checkbox"/> |
| Automatic bucket positioner w/lift kick out | Vendor Complies: <input checked="" type="checkbox"/> |
| Two-lever bucket control | Vendor Complies: <input checked="" type="checkbox"/> |
| 19,950lb full turn static tip load | Vendor Complies: <input checked="" type="checkbox"/> |
| 25,000lb-bucket breakout force | Vendor Complies: <input checked="" type="checkbox"/> |
| 50 amp alternator, back-up alarm, front warning horn, heavy duty starter, maintenance free batteries, retractable seat belt, engine air pre cleaner, AM/FM radio, drawbar hitch w/pin, locking engine enclosures, master electrical disconnect switch, vandalism protection locks | Vendor Complies: <input checked="" type="checkbox"/> |
| All other Standard Safety Features | Vendor Complies: <input checked="" type="checkbox"/> |
| 3 year/7,500 hour power train warranty | Vendor Complies: <input checked="" type="checkbox"/> |

ALL BLANKS MUST BE COMPLETED TO VERIFY COMPLIANCE OR EXCEPTIONS

MANUFACTURER'S NAME AND MODEL: CATERPILLAR 938G WHEEL LOADER
 DELIVERY SCHEDULE: 90-100 DAYS

BID PRICE FOR NEW EQUIPMENT \$113,450

*** TRADE-IN ALLOWANCE FOR THE FOLLOWING PIECE OF EQUIPMENT:

1997 Caterpillar Model # 924F Articulated Wheel Loader Serial # 5NNO69641545
 TRADE ALLOWANCE \$26,000

If Harrison County chooses the Trade Allowance option, the Loader transaction will be completed upon delivery of new Loader. Inspection of Loader may be arranged by contacting Mr. Robert Weaver, Director of the Sand Beach Authority at 842 Commerce Street, Gulfport, MS 39507. Telephone # 228 - 896 - 0055

BID PRICE FOR NEW EQUIPMENT LESS TRADE ALLOWANCE \$87,450

GENERAL

1. Bid price to include delivery to Harrison County, dealer preparation, title application and State Inspection fees.
2. Bid price must remain valid for sixty- (60) days beginning with bid opening date
3. Bidders place of business, if the business is not located in Harrison County, MS, the complete geographical location / address full service, parts and warranty repairs: _____
4. The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service, parts and the warranty repair shop location when awarding this bid.
5. COMPLETE TECHNICAL SPECIFICATIONS FOR THE EQUIPMENT BEING OFFERED MUST BE SUBMITTED WITH EACH BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE SUBMITTED IN WRITING, TO BE FORWARDED TO MR. ROBERT WEAVER, DIRECTOR OF THE SAND BEACH AUTHORITY, TELEPHONE (228) 896-0055.

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS

DATE: FEB 28TH 2003

VENDOR: PICKER MANUFACTURING CO.

SIGNED BY (NAME & TITLE): JACKSON SAND BEACH - JAMES REP.

ADDRESS: PO BOX 2571 Gulfport

TELEPHONE: 832-1211 FAX: 831-4551

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

BID #027 TO BE OPENED ON FEBRUARY 28, 2003

STATE OF MISSISSIPPI
 LICENSE NO. 1949
 SENATE BILL NO. 2023
 LAWS OF 1962
 PRIVILEGE LICENSE NO. 8222

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

MAY 2003 TERM

MINIMUM Specifications and Bid Form for One or More New, 2003 Model 160 HP, Articulated Wheel Loaders for the Sand Beach Maintenance Department.

SPECIFICATIONS:

28,000lb operating weight	Vendor Complies: YES
160 net flywheel horsepower	Vendor Complies: YES
6-cylinder turbocharged diesel engine	Vendor Complies: YES
4 forward / 3 reverse power shift transmission with auto-shift	Vendor Complies: YES
Inboard mounted wet disc brakes	Vendor Complies: YES
Enclosed pressurized ROPS cab w/ heater and air conditioner	Vendor Complies: YES
Fully adjustable cloth suspension seat	Vendor Complies: YES
Rear view mirrors	Vendor Complies: YES
Front and rear wipers	Vendor Complies: YES
Electronic monitoring system (3 level)	Vendor Complies: YES
4 front/2 rear halogen work lights	Vendor Complies: YES
2 stop/tail lights	Vendor Complies: YES
20.5-R25 X11A Michelin radial tires	Vendor Complies: YES
Fenders, front and rear	Vendor Complies: YES
Crankcase and power train bottom guards	Vendor Complies: YES
3.5 cubic yard general purpose bucket w/ bolt-on cutting edges	Vendor Complies: YES
Automatic bucket positioner w/lift kick-out	Vendor Complies: YES
Two-lever bucket control	Vendor Complies: YES
19,950lb full turn static tip load	Vendor Complies: YES
25,000lb bucket breakout force	Vendor Complies: YES
50 amp alternator, back-up alarm, front warning horn, heavy duty starter, maintenance free batteries, retractable seat belt, engine air pre-cleaner, AM/FM radio, drawbar hitch w/pin, locking engine enclosures, master electrical disconnect switch, vandalism protection locks	Vendor Complies: YES
All other Standard Safety Features	Vendor Complies: YES
5-year/7,500 hour power train warranty	Vendor Complies: YES

ALL BLANKS MUST BE COMPLETED TO VERIFY COMPLIANCE OR EXCEPTIONS

MANUFACTURER'S NAME AND MODEL: JOHN DEERE MODEL 6240
 DELIVERY SCHEDULE: 45 TO 60 DAYS ARO

BID PRICE FOR NEW EQUIPMENT \$119,697.77

***** TRADE-IN ALLOWANCE FOR THE FOLLOWING PIECE OF EQUIPMENT:**

1997 Caterpillar Model # 924F Articulated Wheel Loader Serial # 5NNO69641545
 TRADE ALLOWANCE \$ 18,000.00

If Harrison County chooses the Trade Allowance option, the Loader transaction will be completed upon delivery of new Loader. Inspection of Loader may be arranged by contacting Mr. Robert Weaver, Director of the Sand Beach Authority at 842 Commerce Street, Gulfport, MS 39507. Telephone # 228 - 896 - 0055

BID PRICE FOR NEW EQUIPMENT LESS TRADE ALLOWANCE \$101,697.77

GENERAL

1. Bid price to include delivery to Harrison County, dealer preparation, title application and State inspection fees.
2. Bid price must remain valid for sixty- (60) days beginning with bid opening date.
3. Bidders place of business, if the business is not located in Harrison County, MS, the complete geographical location / address full service, parts and warranty repairs:
4. The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service, parts and the warranty repair shop location when awarding this bid.
5. COMPLETE TECHNICAL SPECIFICATIONS FOR THE EQUIPMENT BEING OFFERED MUST BE SUBMITTED WITH EACH BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE SUBMITTED IN WRITING, TO BE FORWARDED TO MR. ROBERT WEAVER, DIRECTOR OF THE SAND BEACH AUTHORITY, TELEPHONE (228) 896-0055.

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS

DATE: FEBRUARY 27, 2003

VENDOR: STERLING EQUIPMENT, LLC

SIGNED BY (NAME & TITLE): Paul Anthony TERRITORY MANAGER

ADDRESS: 8405 HWY. 49 NORTH

TELEPHONE: (228) 864-9282 FAX: (228) 863-3157

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

BID #027 TO BE OPENED ON FEBRUARY 28, 2003

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

6. The Board does hereby find, upon the recommendation of Robert Weaver, Sand Beach Director, that the low bid of Great Southern Tractor Company, in the total amount of ONE HUNDRED NINE THOUSAND, ONE HUNDRED NINETY-THREE AND 09/100 DOLLARS (109,193.09), 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 low bid of Great Southern Tractor Company be, and the same is HEREBY ACCEPTED for Bid #027, one or more new 2003 model, 160 HP articulated wheel loaders at and for a consideration of ONE HUNDRED NINE THOUSAND, ONE HUNDRED NINETY-THREE AND 09/100 DOLLARS (109,193.09).

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

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING DEPOSIT IN THE AMOUNT OF \$44,526.32 TO
THE MISSISSIPPI PUBLIC ENTITY WORKERS COMPENSATION TRUST
FUND TO BRING IT UP TO THE REQUIRED \$50,000.00 BALANCE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE deposit in the amount of \$44,526.32 to the Mississippi Public Entity Workers Compensation Trust Fund to bring it up to the required \$50,000.00 balance.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

*Order Submitted
2003-05-14-37*

**MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM**

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER CONSIDERING FOR FIRST READING A RESOLUTION
REQUIRING STORMWATER CONTROLS FOR ALL DEVELOPMENTS
LOCATED IN THE TURKEY CREEK DRAINAGE BASIN TOTALING
10,000 SQUARE FEET OR LARGER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONSIDER FOR FIRST READING a resolution requiring stormwater controls for all developments located in the Turkey Creek drainage basin totaling 10,000 square feet or larger, same being as follows:

Supervisor _____ moved the adoption of the following Resolution:

**A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS
REQUIRING STORMWATER CONTROLS FOR ALL DEVELOPMENTS TOTALING
~~20,000~~ 10,000 SQUARE FEET OR LARGER *in the Turkey Creek
drainage basin.***

Whereas, Harrison County is currently experiencing rapid growth and has experienced rapid growth over the past several years; and

Whereas, the land development and associated increases in impervious cover increase stormwater run-off rates and volumes, which increases flooding, stream channel erosion, and sediment transport and deposition; and

Whereas, Harrison County has experienced more frequent flooding events; and

Whereas, the Harrison County Board of Supervisors feel developers should control additional stormwater run-off from their projects.

NOW BE IT RESOLVED by the Board of Supervisors of Harrison County, Mississippi, that:

SECTION 1. For all proposed developments totaling twenty thousand (~~20,000~~ ^{10,000}) square feet or larger, the 10-year storm event post development rate of stormwater run-off shall not exceed the 10-year storm event pre-development rate of run-off. To insure that the post development rate of run-off does not exceed the pre-development rate of run-off, on-site detention will be required in a manner approved by the Harrison County Engineering Department. For smaller sites, and where practical for larger sites, on-site detention will be achieved in swales rather than detention ponds.

SECTION 2. The design concepts for determination of stormwater run-off shall be consistent with sound hydrological and hydraulic engineering principals and practices. The Director of the Harrison County Engineering Department shall approve all storm drainage plans inclusive of on-site detention facilities. The Director of the Harrison County Engineering Department will also have the authority to waive detention requirements where proposed

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

developments are near the discharge points of drainage ways, and detention might be counter productive to improving the drainage patterns. In these cases, the developers may be required to make downstream storm drain improvements in lieu of providing on-site detention.

SECTION 3. The developers shall submit drainage design calculations including drainage plans to the Harrison County Engineering Department. In addition to calculations for the 10-year storm events, calculations for the 50- and 100-year events shall be submitted. The Director of the Harrison County Engineering Department may recommend to the Harrison County Board of Supervisors to participate with the developer to develop a 50- or 100-year on-site detention facility.

SECTION 4. This resolution shall be in full force and effect from and after passage.

Supervisor _____ 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	_____
Supervisor MARLIN LADNER	voted	_____
Supervisor LARRY BENEFIELD	voted	_____
Supervisor CONNIE ROCKCO	voted	_____
Supervisor WILLIAM MARTIN	voted	_____

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 _____ day of _____

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER CONSIDERING FOR FIRST READING HARRISON COUNTY
ANIMAL CONTROL ORDINANCE.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONSIDER FOR FIRST READING Harrison County animal control ordinance, same being as follows:

**AN ORDINANCE BY THE BOARD OF SUPERVISORS OF HARRISON
COUNTY, MISSISSIPPI ADOPTING THE HARRISON COUNTY
ANIMAL CONTROL ORDINANCE: AND FOR RELATED PURPOSES.**

WHEREAS, the Board of Supervisors of Harrison County, Mississippi having made investigation therefore, do now find, determine, adjudicate and declare that it is necessary, proper, and in the public interest and welfare to adopt the following Harrison County Animal Control Ordinance; and

WHEREAS, the adoption of said Harrison County Animal Control Ordinance is done in aid and furtherance of the public safety, health and general welfare;

NOW THEREFORE, BE IT ORDAINED by the Board of Supervisors of Harrison County, Mississippi, that the following shall be adopted and hereafter known as the Harrison County Animal Control Ordinance:

HARRISON COUNTY ANIMAL CONTROL ORDINANCE

TABLE OF CONTENTS:

Section 1	Definitions
Section 2	Cruelty to Animals
Section 3	Seizure and Disposition of Animals Cruelly Treated
Section 4	Search Warrants; Animal Cruelty Offenses
Section 5	Control of Animals
Section 6	Rabies Vaccination of Domesticated Animals
Section 7	Impoundment and Recovery of Animals
Section 8	Dangerous Dogs
Section 9	Fees, Citations, and Proceeds of Sales
Section 10	Affirmative Defense
Section 11	Investigating Agents
Section 12	Penalties
Section 13	Humane Euthanasia
Section 14	Repeal of Inconsistence Ordinances
Section 15	Severability
Section 16	Effective Date

Section 1: DEFINITIONS

The following words, when used in this ordinance, shall have the following meanings ascribed to them unless a different meaning clearly appears from the context:

- a) ANIMAL. One or more vertebrates other than a human being.
- b) ANIMAL CONTROL OFFICER. The persons designated by Harrison County to represent and act for Harrison County, Mississippi, in the investigation of cruelty to animals, impoundment of animals, the controlling of animals running at large, and as otherwise required in this ordinance.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

- c) ANIMAL SHELTER. Any publicly owned and/or non-profit establishment operated for the purpose of housing, maintaining, and/or boarding any lost, abandoned, or abused animals.
- d) AT LARGE. Any animal shall be deemed to be at large when not on a leash, behind a fence or enclosure, or under the control of a competent person.
- e) DANGEROUS DOG. Any animal that constitutes a physical threat to humans or to other animals because of the following:
 - 1) Has aggressively bitten, attacked, or endangered, or has inflicted severe injury on a human being; or
 - 2) Has severely injured or killed a domestic animal while off the owner's property; or
 - 3) Has been used for the purpose of dog fighting, or is a dog trained for dog fighting; or
 - 4) Has, when unprovoked, chased or approached a person on property other than that of the owner's in a menacing fashion or apparent attitude of attack; where

Any of the above actions are attested to in a sworn statement by one or more persons and dutifully investigated by an animal control officer.

- f) DOGHOUSE. An enclosed structure with a roof and of appropriate dimensions for the breed and size of the dog.
- g) HEALTH OFFICER. A licensed physician or veterinarian appointed by the Board of Supervisors to have charge and control of the work of protecting and preserving the public health.
- h) INHUMANE TREATMENT. Any treatment to any animal which deprives the animal of necessary sustenance, including proper food and clean water, sanitary conditions, protection from weather, proper veterinary medical care, adequate exercise or any treatment of any animal such as overloading, overworking, tormenting, beating, mutilating, teasing, or poisoning or other abnormal treatments as may be determined by:
 - 1) A licensed health officer; or
 - 2) An authorized law enforcement officer; or
 - 3) An animal control officer; or
 - 4) A cruelty officer appointed by the Humane Society of South Mississippi and approved by the Board of Supervisors of Harrison County.
 - 5) Any justice court in Harrison County
- i) KENNEL. Any premise wherein any person, engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats
- j) LIVESTOCK. All domesticated animals, including but not limited to, horses, cows, mules, goats, sheep, and pigs.
- k) NECESSARY MEDICAL ATTENTION. Medical treatment for illness, injury, disease, excessive parasitism, or malformed or overgrown hoof.
- l) OWNER. Any person over the age of eighteen (18) years of age, or any firm, corporation or organization who owns, manages, harbors, maintains, or controls an animal. For the purposes of this article, an animal shall be deemed to be harbored or maintained if it is fed and/or sheltered for five(5) or more consecutive

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

days. If the animal is owned by a person under the age of eighteen (18), that person's parent or guardian shall be the owner.

- m) **PERSON.** Any individual, firm, association, syndicate, partnership, or corporation.
- n) **PROPER ENCLOSURE FOR A DANGEROUS DOG.** A securely enclosed and locked pen or structure, suitable to prevent the entry of small children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide proper shelter. Secure confinement inside the residence will qualify as a proper enclosure.
- o) **RABIES VACCINATION.** An injection of the United States Department of Agriculture approved rabies vaccine administered every twelve months by a licensed veterinarian or other competent and trained person granted a permit to administer the vaccine by the state board of health.
- p) **SANITARY CONDITION.** Space free from health hazards including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health. This definition does not include a condition resulting from a customary and reasonable practice pursuant to farming or animal husbandry.
- q) **SHELTER.** Adequate protection from the elements and weather conditions suitable for the age, species, and physical condition of the animal so as to maintain the animal in a state of good health. Shelter for livestock includes structures or natural features such as trees or topography. Shelter for a dog shall include one or more of the following:
 - 1) The residence of the dog's owner.
 - 2) A doghouse that is an enclosed structure with a roof and of appropriate dimensions for the breed and size of the dog. The doghouse shall be in the shade during the months of April through October and shall have dry bedding when the outdoor temperature is or is predicted to drop below freezing.
 - 3) A structure, including, but not limited to, a garage, barn, or shed that is sufficiently insulated and ventilated to protect the dog from exposure to extreme temperatures or, if not sufficiently insulated and ventilated, contains a doghouse as provided under subparagraph (p)(2) of this section that is accessible to the dog.
- r) **STATE OF GOOD HEALTH.** Freedom from disease and illness, and in a condition of proper body weight and temperature for the age and species of the animal, unless the animal is undergoing appropriate treatment.
- s) **WILD ANIMALS.** All non-domesticated animals, including, but not limited to lions, tigers, bears, apes, monkeys, foxes, baboons, skunks, raccoons, opossums, squirrels, and coyotes.

Section 2. CRUELTY TO ANIMALS

The purpose of this section is to prevent cruelty to animals. In implementing the section, enforcement officers are encouraged to educate the public on requirements of this section and, when appropriate, to seek voluntary resolution of violations.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

a) A person commits the crime of aggravated cruelty to animals if the person:

- 1) intentionally kills or attempts to kill any animal belonging to another person without first obtaining legal authority or consent of the owner. This sub-section will not apply in the event the person feared for his life or the life of another person. Furthermore, this section will not apply in the event the animal was attacking livestock; or
- 2) administers poison to, exposes a poison with intent that it be taken, cruelly beats, mutilates, including, but not limited to the docking of tails or cropping of ears by other than a licensed veterinarian, or tortures an animal; or
- 3) owns, possesses, uses, trains, buys, sells, offers to buy or sell, import, or export an animal for fighting or baiting or as a target to be shot at as a test of skill in marksmanship; or
- 4) acts as a judge, spectator, at events of animal fighting or bets or wagers on the fight; or
- 5) permit any such acts of fighting to be done on premises under his or her care or control.
- 6) intentionally torments, injures, or harasses an animal owned or engaged by a police department or public agency of the state or its political subdivisions, or interferes with the lawful performance of a police animal;
- 7) intentionally torments, injures, or harasses a guide or leader dog.

b) A person commits the crime of simple cruelty to animals if the person:

- 1) fails to provide adequate sanitary shelter and conditions, clean water, sufficient food, exercise, and necessary medical attention in order to maintain an animal in a state of good health;
- 2) overworks or overloads an animal;
- 3) transports animals in or upon a vehicle or otherwise without providing a secure space, rack, car crate, or cage, in which livestock may stand, and in which all other animals may stand, turn around, and lie down during transportation.
- 4) abandons an animal or causes an animal to be abandoned, in any place, without making provisions for the animal's adequate care, unless premises are temporarily vacated for the protection of human life during a disaster. An animal that is lost by an owner or custodian while traveling, walking, hiking or hunting shall not be regarded as abandoned under this section when the owner or custodian has made a reasonable effort to locate the animal. A person is not deemed to have abandoned an animal if he processes it into an animal shelter during the shelter's normal working hours.
- 5) Willfully or negligently allows any animal, including one who is aged, diseased, maimed, hopelessly sick, disabled, or non-ambulatory to suffer unnecessary neglect, torture, or pain.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

- 6) uses a live animal as bait or lure in a race, game or contest;
- 7) strikes an animal with a motor vehicle and makes no attempt to assist said animal; or makes no attempt to find said animal's owner; or make no attempt immediately to notify an animal control officer of the accident;
- 8) Tethers a dog to a stationary object while the dog is on the dog owner's property, on the property of the dog owner's landlord, or on the property of the person having possession, charge, custody or control of such dog. All dogs must either be:
 - a. kept in a fenced yard with adequate space to exercise of at least 100 square feet per dog; or
 - b. kept in a residence. If the dog is kept in a residence, the owner of such dog or the person having possession, charge, custody or control of such dog will be required to make arrangements for the daily exercise of the dog; or
 - c. Placed on a tether provided that it is at least ten feet in length and is attached to a pulley or trolley mounted on a cable which is at least ten feet in length and mounted no more than seven feet above ground level and which shall weigh no more than 10% of the dog's body weight. Tethers shall be located so that they cannot become entangled with other objects. Collars used to attach a dog to a tether shall not be of the choke type.
- 9) tethers a dog at an unoccupied house, barn, or property.
- 10) leaves an animal unattended in a motor vehicle, when such action is harmful or potentially harmful to said animal. In the event the owner of said vehicle is not available and cannot be found or refuses to prevent said harm or reasonably potential harm from continuing, the animal control officer sheriff's officer, or police officer shall be authorized to remove said animal from such vehicle by utilizing any reasonable method of removal. Any animal so removed from a vehicle may be impounded at the animal shelter once notice has been placed on said vehicle. Owners of animals so impounded will pay all costs of impoundment before their animals will be released.

Section 3 SEIZURE AND DISPOSITION OF ANIMALS CRUELLY TREATED

- a) All justice courts in Harrison County may order the seizure of an animal by a law enforcement agency, for its care and protection upon finding of probable cause to believe said animal is being cruelly treated, neglected, or abandoned. After three days notice to the owner or custodian and at a preliminary hearing, such probable cause may be established upon sworn testimony of any person who has witnessed the condition or treatment of said animal. The court may appoint an animal control agency, agent of an animal protection organization, veterinarian or other person as temporary custodian for the said animal, pending final disposition of the animal pursuant to this section. Such temporary custodian shall directly contract and be responsible for any care rendered to such animal, and may make arrangements for such care as may be necessary. Upon seizure of an animal, the law enforcement agency

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

responsible for removal of the animal shall post prominently a notice to the owner or custodian to inform such person that the animal has been seized. Such notice shall contain a description of the animal seized, the date seized, the name of the law enforcement agency seizing the animal, the name of the temporary custodian, if known at the time, and shall be signed by the court issuing the order.

- b) Within five days of seizure of an animal, the owner of the animal may request a hearing in the court ordering the animal to be seized to determine whether the owner is able to provide adequately for the animal and is fit to have custody of the animal. The court shall hold such hearing within fourteen days of receiving such request. The hearing shall be concluded and the court order entered thereon within twenty-one days after the hearing is commenced. Upon requesting a hearing, the owner shall have three business days from the date of the request to post a bond or security with the court clerk in an amount determined by the court to be sufficient to repay all reasonable costs sufficient to provide for the animal's care. Failure to post such bond within three days shall result in forfeiture of the animal to the court. If the temporary custodian has custody of the animal upon the expiration of the bond or security, the animal shall be forfeited to the court unless the court orders otherwise.
- c) In determining the owner's fitness to have custody of an animal, the court may consider, among other matters:
- 1) testimony from law enforcement officers, animal control officers, animal protection officials, and other witnesses as to the condition and treatment of the animal.
 - 2) testimony and evidence as to the type and amount of care provided to the animal by the owner or custodian.
 - 3) expert testimony as to the proper and reasonable care of the same type of animal.
 - 4) testimony from any witness as to prior treatment or condition of this or other animals in the same custody.
 - 5) violations of laws relating to animal cruelty that the owner or custodian has been convicted of prior to the hearing.
 - 6) Any other evidence the court considers to be material or relevant.
- d) Upon proof of costs incurred as a result of the animal's seizure, including but not limited to animal medical and boarding, the court may order that the animal's owner reimburse the temporary custodian for such costs. A lien for authorized expenses is hereby created upon all animals seized under this section, and shall have priority to any other lien on such animal.
- e) If the court finds the owner of the animal is unable or unfit to adequately provide for the animal, or that the animal is severely injured, diseased, or suffering, and, therefore, not likely to recover, the court may order that the animal be permanently forfeited and released to an animal control agency, animal protection organization, or to the appropriate entity to be euthanized, sold or put up for adoption.
- f) Upon notice and hearing as provided in this section, or as a part of any preceding conducted under the terms of this section, the court may order that

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

other animals in the custody of the owner that were not seized be surrendered and further enjoin the owner from having custody of other animals in the future.

- g) If the court determines the owner is able to provide adequately for, and have custody of, the animal, the court shall order the animal be claimed and removed by the owner within seven days after the date of the order.
- h) Nothing in this section shall prevent the euthanasia of any seized animal, at any time, whether or not any bond was posted, if a licensed veterinarian determines that the animal is not likely to survive or is suffering excessively as the result of any physical condition. In such instances, the court, in its discretion, may order the return of any bond posted, less reasonable costs, at the time of trial.

Section 4. SEARCH WARRANTS; ANIMAL CRUELTY OFFENSES

If a complaint is made, by affidavit, to any justice court authorized to issue search warrants that the complainant has reason to believe that an animal has been or is being cruelly treated in violation of section 2 of this title, in any building or place, such justice court, if satisfied that there is reasonable cause for such belief, shall issue a search warrant to any law enforcement officer authorized by the law to make arrests for such offenses, authorizing any such officer to make a search of said building or place, and to arrest any person found violating section 2 of this title. Said warrant may also authorize said officer to seize any animal believed to be cruelly treated and to take custody thereof. This section shall not be construed as a limitation on the power of law enforcement officers to seize animals as evidence at the time of the arrest.

Section 5. CONTROL OF ANIMALS

- a) It shall be unlawful for any person to permit any animal to run at large within the county limits.
 - 1) An animal is deemed to be running at large when it is on a street or public property unless the animal is under the control, custody, charge or possession of the owner or custodian of said animal.
 - 2) An animal is deemed to be running at large if it enters upon the property of someone other than the animal's owner without the permission of the owner of that property.
 - 3) A dog that is participating in a hunt with the owner or custodian in attendance, has an owner identification tag, is currently vaccinated for rabies, and is wearing a rabies tag is not to be considered as an animal running at large.
- b) An animal control officer may seize or cause to have seized any animal whose owner is found to be in violation of subsection (a) of this section and impound or cause to have impounded such animal in a designated animal shelter. The owner of such animal will have a period of five days (holding period) from the date that the animal was impounded to claim his animal from the shelter. If the animal is not reclaimed by the owner by the end of the holding period the animal may be humanely disposed of by sale, adoption, or euthanasia.
- c) Before the animal will be released to the owner, all citations will be paid to the County and impoundment costs including, but not limited to veterinarian care, housing and feeding will be paid to the animal shelter.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

- d) Proof of current rabies vaccination is required before any animal will be released. If no proof of current rabies vaccination is produced, the owner may request that the animal shelter vaccinate the animal at a cost determined by the shelter, or may leave a reasonable deposit determined by the shelter with the shelter, which will be refunded upon proof of current rabies vaccination produced to the shelter.
- e) The penalties for an animal running at large is:
 - 1) First offense, rabies tag on the animal - \$25
 - 2) Subsequent offenses, rabies tag on the animal - \$50
 - 3) First offense, no rabies tag on the animal - \$75
 - 4) Subsequent offenses, no rabies tag on the animal - \$100
- f) These penalties may be charged in addition to the penalties and costs as outlined in subsection 5(c) of this title.
- g) All penalties for animals running at large as outlined in subsection e of this section will be waived if the owner chooses to neuter the animal at a reduced charge at the animal shelter. If animal has been previously neutered, the penalty for an animal running at large may be reduced by 50%.

Section 6. RABIES VACINATION OF DOMESTICATED ANIMALS

- a) Each year every owner or keeper of a dog or a cat 3 months or older shall cause such dog or cat to be vaccinated against rabies by a veterinarian licensed to practice in the state or by a competent person granted a permit to administer the vaccine by the state board of health.
- b) Evidence of vaccination shall consist of a metal tag worn by the dog or cat at all times that the animal is outside the owner's residence. A certificate evidencing vaccination must be maintained by the owner and be shown to any animal control officer upon request.
- c) The failure or refusal of any person to comply with the provisions of this section shall constitute a misdemeanor, and the offender shall on the conviction thereof, be fined for the first offense a sum not to exceed \$50 and for the second offense a sum not to exceed \$100 and for the third offense a sum not to exceed \$200 together with all costs.
- d) The penalties of this section may be levied in addition to the penalties of section 5.

Section 7. IMPOUNDMENT AND RECOVERY OF ANIMALS

- a) Any dog, cat, other animal, or fowl caught, picked up or impounded while running at large by an animal control officer shall be forthwith turned over to a designated animal shelter. Any impounded animal may be reclaimed within 5 days of impoundment upon the payment of the costs incurred in taking up, confining, keeping and medically treating such animal during impoundment, the payment of any citations, and upon showing proof of current rabies vaccination.
- b) The animal control officer, in the course of his duties of investigation of cases in which animals have bitten persons or other animals, shall, if possible, notify the owner of such event. In the event that the owner of the animal has proof of current rabies vaccination, the animal control officer may:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

- 1) allow the animal to remain in the possession of the owner provided that the owner will keep the animal within his residence or within a securely confined area; or
- 2) require that the animal be surrendered to the animal control officer to be placed in the animal shelter in a separate kennel for a period of not less than 10 days; or
- 3) require that the animal be surrendered to the animal control officer to be placed with the owner's veterinarian for observation for a period of not less than 10 days.

In the event the owner of the animal has no proof that the animal has been vaccinated for rabies within the prior 12 months to the bite incident, the animal must be surrendered to the animal control officer and must be impounded at the animal control shelter in a separate kennel for a period of not less than ten days.

- c) Any animal suspected by the animal control officer of having rabies shall be subject to impoundment and observation at the animal shelter for a period of not less than ten days.
- d) Any animal found to be infected with rabies shall be forthwith destroyed in as humane a way as possible. The animal suspected to be infected with rabies shall not be destroyed in such a manner that damages the head, which will be needed for laboratory analysis.
- e) All costs associated with any impoundment as detailed in this section must be paid by the owner to the shelter before the animal may be released.

Section 8. DANGEROUS DOGS

- a) An animal control officer shall conduct an investigation into reported incidents involving dogs that may be dangerous and, if possible, interview the owner and shall require sworn affidavits from individuals desiring to have a dog classified as dangerous.
- b) After the investigation, the animal control officer shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and shall afford the owner an opportunity for a hearing in a justice court in Harrison County prior to making a final determination. Written notification of the sufficient cause finding will be sent to the owner by registered mail. The owner may file a written request within seven calendar days from the date of receipt of the notification of the sufficient cause findings for a hearing. The hearing shall be held as soon as possible, but not more than twenty-one nor less than five calendar days after receipt of the request from the owner. If the owner fails to make a timely request for a hearing, the owner shall be deemed to have waived his right to appeal the dangerous dog classification.
- c) During the period of the investigation as described in subsections 8(a) and 8(b) the dog must be confined in a proper enclosure for a dangerous dog pending a resolution of the investigation or must be surrendered to an animal control officer for immediate impoundment in the animal shelter, where it will be held in a separate kennel. All costs of housing the dog must be paid by the owner before the dog will be released.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

- d) No dog that is the subject of a dangerous dog investigation may be relocated nor ownership transferred pending the outcome of the investigation unless the relocation or ownership transfer would be for the purpose of placing the dog in a proper enclosure for a dangerous dog. Animal control must be notified in the event that the animal is relocated.
- e) A dog shall not be declared dangerous if the threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property, or was tormenting, abusing, or assaulting the dog or its owner or a family member. No dog may be declared dangerous if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
- f) If the justice court determines that the dog should be classified as a dangerous dog, the owner must:
 - 1) keep the dog in a proper enclosure for a dangerous dog.
 - 2) post the property with clearly visible warning signs at all entry points and on the dog's enclosure that informs both children and adults of the presence of a dangerous dog on the property.
 - 3) place a permanent identification on the dog such as an electronic chip.
 - 4) walk the dog only if muzzled and restrained on a leash rated to withstand the weight and strength of the dog, and only if under the control of a competent adult physically capable of controlling the dog. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration. The owner may exercise the dog without a muzzle or leash in an area that is securely fenced, that does not have a top, if the dog remains within his sight and only when persons in his immediate household or persons eighteen years of age or older are allowed in the enclosure when the dog is present.
 - 5) when transporting a dangerous dog, carefully restrain the dog within the vehicle and post warning signs in or on the vehicle.
 - 6) immediately notify the animal control department if:
 - a) the dog is loose or unconfined.
 - b) has bitten a human being or attacked another animal.
 - c) is sold, given away, dies, or is moved to another address. If sold or given away, the new owner, even if in another jurisdiction in this state, must comply with all of the requirements with of this section.
- g) If a dog that has been declared dangerous, without provocation, attacks and causes severe injury to or death of a human being, the owner of the dog, upon conviction, shall be punished by imprisonment of not more than five years or fined not less than \$3,000 nor more than \$10,000 or both.
- h) If a dog that has been declared dangerous, without provocation, attacks and causes severe injury to or death of another animal, the owner of the dog, upon conviction, shall be punished by imprisonment of not more than 60 days or fined not less than \$500 nor more than \$5000 or both.
- i) If a dog that has been declared dangerous, without provocation, attacks and causes severe injury or death to a human or an animal, the dog will be

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

immediately confiscated by animal control, held for ten business days, and thereafter euthanized in an expeditious and humane manner.

- j) During the ten business day the owner may request a hearing with a justice court in Harrison County to appeal the decision to euthanize the dog. The owner must put up a bond, the amount to be determined by justice court, to cover all cost associated with holding the dog. The hearing shall be held not be more than fourteen days nor less than five days after the request for hearing is filed. A decision shall be rendered not more than fourteen days after the hearing.

Section 9. FEES, CITATIONS, AND PROCEEDS OF SALES

All fees, impoundment fees, proceeds from citations, and proceeds from the sales of any animal surrendered to the animal shelter under contract with the Harrison County shall be used to pay for all charges and expense associated with the maintenance of the animals while in the possession of the animal shelter.

Section 10. AFFIRMATIVE DEFENSE

- a) Except as provided in subsection (b) of this section, an affirmative defense to prosecution under section 2 of this title may be raised when:
- 1) the defendant was a veterinarian whose conduct conformed to accepted veterinary practice for the area;
 - 2) the defendant's conduct was designed to control or eliminate rodents, ants or other common pests on the defendant's own property;
 - 3) the defendant was a person appropriately licensed to utilize pesticides;
 - 4) the defendant humanely euthanized any animal as a veterinarian or a representative of a duly organized humane society or animal shelter;
 - 5) a state agency was implementing a rabies control program

Section 11. INVESTIGATING AGENTS

- a) Harrison County may appoint agents for the purpose of investigating violations of any of the provisions of this title or any other laws of the state for the purpose of protecting animals or preventing any act of cruelty thereto.
- b) Appointments of agents for Harrison County will be by the Sheriff of Harrison County.
- c) All animal control officers of Harrison County are considered investigating agents under this title.

Section 12. PENALTIES

- a) A conviction of aggravated cruelty to animals shall be punishable upon conviction by a sentence of imprisonment of not less than six months nor more than two years or a fine of not less than \$3,000 nor more than \$10,000, or both.
- b) A conviction of simple cruelty to animals shall be punishable by a sentence of imprisonment of not more than six months or a fine of not more than \$1000 or both.
- c) In addition to any other sentence the court may impose, the court may require a defendant convicted of a violation under section 2 of this title to:
 - 1) forfeit any right to the animal subjected to cruelty, and to forfeit any right to any other animal under his care custody or control.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

- 2) repay the reasonable costs incurred by any person, municipality, or agency for providing care for the animal prior to judgment. If the court does not order a defendant to pay all of the applicable costs incurred or orders only a partial payment, it shall state on the record the reasons for that action.
 - 3) forfeit any right to own, possess, or care for any animal for a period which the court deems appropriate.
 - 4) participate in available animal cruelty prevention programs or educational programs, or both, or obtain psychiatric or psychological counseling.
 - 5) permit periodic unannounced visits for a period up to two years by a humane officer to inspect the care and condition of any animal permitted by the court to remain in the care, custody or possession of the defendant. Such period may be extended by the court upon motion made by the county.
- d) Upon an order of forfeiture of an animal under this section or section 2 of this title, the court shall order custody of the animal remanded to a humane society or other individual deemed appropriate by the court, for further disposition in accordance with accepted practices for humane treatment of animals. A transfer of rights under this section constitutes a transfer of ownership, and shall not constitute or authorize any limitation upon the right of the humane society, individual, or other entity to whom rights are granted to dispose of the animal in a humane manner as set out in this title.

Section 13. HUMANE EUTHANASIA

The purpose of this section is to provide a swift and merciful means whereby domestic animals which are suffering from an incurable or untreatable condition or are imminently near death from injury or disease or are deemed unadoptable by two qualified staff members of the Humane Society of South Mississippi may be destroyed without unconscionable delay and in a humane and proficient manner.

- a) Whenever any domestic animal is so injured or diseased as to appear useless and is suffering, and it reasonably appears to a veterinarian, or an agent of the Humane Society of South Mississippi that such animal is imminently near death, or cannot be cured or rendered fit for service, and every reasonable attempt, although unsuccessful, has been made to locate the owner, the owner's agent or veterinarian, then that animal may immediately be euthanized by using the most humane means available. When possible, the veterinarian or two members of the Humane Society should sign an order to euthanize said animal.
- b) Notwithstanding any other provisions of this section, any animal control officer or any trained staff member of the Humane Society or any officer of the sheriff's department or police department may, with the approval of his or her immediate superior, humanely euthanize any abandoned animal in the field in any case where the animal is too severely injured to move or where a veterinarian is not available and it would be more humane to dispose of the animal.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

- b) No animal control officer, veterinarian, or agent of the Humane Society of South Mississippi, while acting in good faith and with due care pursuant to this section will be liable either criminally or civilly for such act, nor will any civil or criminal liability attach to the employer of the animal control officer, veterinarian, or agent of the Humane Society of South Mississippi.
- c) Sodium pentobarbital, sodium pentobarbital with lidocaine, a sodium pentobarbital derivative, or other agent the Board of Veterinary medicine may approve by rule shall be the only methods used for euthanasia of dogs and cats by public or private agencies, animal shelters, or other facilities which are operated for the collection and care of stray, neglected, abandoned, or unwanted animals. A lethal solution shall be used in the following order of preference:
 - 1) Intravenous injection by hypodermis needle;
 - 2) Intraperitoneal injection by hypodermic needle;
 - 3) Intracardial injection by hypodermic needle
- d) A dog or cat may be tranquilized with an approved and humane substance before euthanasia is performed.
- e) Succinylcholine chloride, curare, curariform mixtures, any substance which acts as a neuromuscular blocking agent, or a chamber which causes a change in body oxygen may not be used on a dog or cat for any purpose.
- f) Euthanasia may be performed only by a licensed veterinarian or an employee or agent of a public or private agency, animal shelter or other facility that is operated for the collection and care of stray, neglected, abandoned, or unwanted animals, provided the employee or agent has successfully completed a 16 hour euthanasia technician certification course.

Section 14. REPEAL OF INCONSISTENT ORDINANCES

Any ordinances or provisions of any code of Harrison County which are in conflict with or contrary to the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 15. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Ordinance or the application thereof, be held by any court of competent jurisdiction to be held to be invalid or unconstitutional, such holding shall not affect the remaining portions of this ordinance.

Section 16. EFFECTIVE DATE

In order to provide for the health and safety of the public, this Ordinance shall take effect and be in force thirty days from and after its adoption, and proper publication and enrollment of same in the county records all as and in the manner provided by law.

The above and foregoing Ordinance No. _____ was introduced in writing by Supervisor _____, who moved its adoption. Supervisor _____ seconded the motion to adopt the Ordinance, and after discussion, and the question being put to a roll call vote, the result was as follows:

Supervisor Benefield	voted _____
Supervisor Eleuterius	voted _____
Supervisor Ladner	voted _____
Supervisor Martin	voted _____

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor Rockco voted _____
The question having received the _____ vote of the majority of all the
supervisors present and voting, the motion _____ and said Ordinance No.
_____ was _____ this _____ day of _____, 2003.

ATTEST:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER RESCINDING PREVIOUS ORDER RECORDED IN BOOK 381,
PAGE 419-421, CONSIDERING FOR FIRST READING A RESOLUTION
REQUIRING STORMWATER CONTROLS FOR ALL DEVELOPMENT
LOCATED IN THE TURKEY CREEK DRAINAGE BASIN TOTALING
10,000 SQUARE FEET OR LARGER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY RESCIND previous order recorded in Book 381, page 419-421, considering for first reading a resolution requiring stormwater controls for all development located in the Turkey Creek drainage basin totaling 10,000 square feet or larger.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER CONSIDERING FOR FIRST READING A RESOLUTION
REQUIRING STORMWATER CONTROLS FOR ALL DEVELOPMENTS
TOTALING 20,000 SQUARE FEET OR LARGER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONSIDER FOR FIRST READING a resolution requiring stormwater controls for all developments totaling 20,000 square feet or larger, said resolution being as follows:

Supervisor _____ moved the adoption of the following Resolution:

**A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS
REQUIRING STORMWATER CONTROLS FOR ALL DEVELOPMENTS TOTALING
20,000 SQUARE FEET OR LARGER**

Whereas, Harrison County is currently experiencing rapid growth and has experienced rapid growth over the past several years; and

Whereas, the land development and associated increases in impervious cover increase stormwater run-off rates and volumes, which increases flooding, stream channel erosion, and sediment transport and deposition; and

Whereas, Harrison County has experienced more frequent flooding events; and

Whereas, the Harrison County Board of Supervisors feel developers should control additional stormwater run-off from their projects.

NOW BE IT RESOLVED by the Board of Supervisors of Harrison County, Mississippi, that:

SECTION 1. For all proposed developments totaling twenty thousand (20,000) square feet or larger, the 10-year storm event post development rate of stormwater run-off shall not exceed the 10-year storm event pre-development rate of run-off. To insure that the post development rate of run-off does not exceed the pre-development rate of run-off, on-site detention will be required in a manner approved by the Harrison County Engineering Department. For smaller sites, and where practical for larger sites, on-site detention will be achieved in swales rather than detention ponds.

SECTION 2. The design concepts for determination of stormwater run-off shall be consistent with sound hydrological and hydraulic engineering principals and practices. The Director of the Harrison County Engineering Department shall approve all storm drainage plans inclusive of on-site detention facilities. The Director of the Harrison County Engineering Department will also have the authority to waive detention requirements where proposed

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

developments are near the discharge points of drainage ways, and detention might be counter productive to improving the drainage patterns. In these cases, the developers may be required to make downstream storm drain improvements in lieu of providing on-site detention.

SECTION 3. The developers shall submit drainage design calculations including drainage plans to the Harrison County Engineering Department. In addition to calculations for the 10-year storm events, calculations for the 50- and 100-year events shall be submitted. The Director of the Harrison County Engineering Department may recommend to the Harrison County Board of Supervisors to participate with the developer to develop a 50- or 100-year on-site detention facility.

SECTION 4. This resolution shall be in full force and effect from and after passage.

Supervisor _____ 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	_____
Supervisor MARLIN LADNER	voted	_____
Supervisor LARRY BENEFIELD	voted	_____
Supervisor CONNIE ROCKCO	voted	_____
Supervisor WILLIAM MARTIN	voted	_____

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 _____ day of _____, 2003.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**AN ORDER OF THE HARRISON COUNTY BOARD OF
SUPERVISORS DIRECTING THE BOARD ATTORNEY AND
ZONING ADMINISTRATOR TO PREPARE DRAFT
ORDINANCES RELATING TO NOISE AND SCREENING OF
JUNK YARDS, AND FOR RELATED PURPOSES.**

WHEREAS, the Harrison County Board of Supervisors finds that the growth of the population and commercial development in the County, their needs to be an Ordinance regulating noise; and

WHEREAS, the Board further finds that an Ordinance is needed relating to the screening of junk yards; and

WHEREAS, the Board Attorney and the Zoning Administrator should be directed to draft such ordinances for the Board's consideration.

NOW THEREFORE, BE IT ORDERED,

SECTION I: Upon the adoption of this Order, the Board does hereby direct the Zoning Administrator and the Board Attorney to draft an Ordinance relating to noise and an Ordinance relating to screening of junk yards.

SECTION II: That upon completion of these drafts, they shall be presented to the Board for its consideration.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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 MARLIN LADNER	voted,	AYE,
Supervisor LARRY BENEFIELD	voted,	AYE,
Supervisor CONNIE ROCKCO	voted,	AYE,
Supervisor WILLIAM MARTIN	voted,	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 5th day of May, 2003.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING THE EMPLOYMENT OF MEADOWS & RILEY TO
FILE A WAIVER ON BEHALF OF THE BOARD IN CAUSE NO.
03-00981 STYLED BRIGHTON II PROPERTY OWNERS ASSOCIATION,
INC. VS. THE CITY OF GULFPORT, ET AL**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Meadows & Riley to file a waiver on behalf of the Board in Cause No. 03-00981 styled *Brighton II Property Owners Association, Inc. vs. the City of Gulfport, et al.*

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING THE EMPLOYMENT OF MEADOWS & RILEY TO
FILE A WAIVER ON BEHALF OF THE BOARD IN TAX
CONFIRMATION LAWSUITS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Meadows & Riley to file a waiver on behalf of the Board in tax confirmation lawsuits, as listed:

- a) Case No. 03-00894 styled *Linda A. Redmond vs. State of Mississippi, et al.*
- b) Case No. 03-00977-4 styled *Lynn Featherly % TLA vs. Harrison County.*
- c) Case No. 03-00978-3 styled *Lynn Featherly % TLA vs. Harrison County.*
- d) Case No, 03-00980-3 styled *Brian T. Reed and wife Cynthia L. Reed vs. Harrison County.*
- e) Case No. 03-00979-1 styled *Randolph F. Fagan and Joedna R. Fagan vs. Harrison County.*
- f) Case No. 03-00940-2 styled *Land Investments, Inc. vs. Harrison County.*

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

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

**ORDER APPROVING THE EMPLOYMENT OF AN EXPERT TO
EXAMINE DEFECTIVE CARPET AT THE DEPARTMENT OF HUMAN
SERVICES, AS RECOMMENDED BY THE BOARD ATTORNEY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of an expert to examine defective carpet at the Department of Human Services, as recommended by the Board Attorney.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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 declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

Supervisor **CONNIE M. ROCKCO** moved, and Supervisor **LARRY BENEFIELD** seconded the following:

ENTER Closed Session to discuss whether or not to enter Executive Session to discuss Cause No. A-2402-2001-237 styled *Beau Rivage Resorts, Inc. vs. Board of Supervisors, et al.*

There was a unanimous vote by the Board to enter Executive Session.

ALL ORDERED AND DONE this the 5th day of May 2003.

* * *

(SUPERVISOR MARTIN OUT ON VOTE)

Supervisor **LARRY BENEFIELD** moved, and Supervisor **CONNIE M. ROCKCO** seconded 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 above listed litigation. No action was taken.

ALL ORDERED AND DONE this the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

(SUPERVISOR MARTIN OUT ON VOTE)

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

**ORDER AUTHORIZING ANY SUPERVISOR AND THE CHANCERY
 CLERK TO TRAVEL TO WILLIAMSBURG, PA, AUGUST 21-24, 2003
 TO SOLICIT MOVE OF LITTLE LEAGUE TOURNAMENT FROM
 FLORIDA TO D'IBERVILLE, AND REIMBURSE NECESSARY TRAVEL
 EXPENSES**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE any Supervisor and the Chancery Clerk to travel to Williamsburg, PA, August 21-24, 2003 to solicit move of Little League tournament from Florida to D'Iberville, and reimburse necessary travel expenses.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put 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	(OUT ON VOTE)
Supervisor CONNIE M. ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS the 5th day of May 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

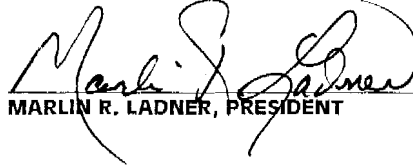
THE following came on for discussion by the Board with no action being taken:

- a) Supervisor Eleuterius requested that the Tax Assessor look into exemption on parcel 1409K-02-061.001 for house that burned in December 1999.
- b) Gary Hargrove, Coroner, stated that he is traveling to Jackson and that he will meet with the Secretary of state to discuss new legislature concerning the burial of paupers due to the Attorney General's opinion that individuals must be declared paupers during their lifetime to allow burial at a later date by the Board. The Board expressed their concern about the health and welfare of their citizens due to the new opinion.
- c) Supervisor Martin inquired whether the purchase of Southern Linc radios for the Mosquito Control Department was necessary due to the fact that the same type of radios will become available when the new radio system comes on line. E-911 will provide radios with the understanding that they will be returned in case of disaster or emergency.
- d) The County Administrator stated that Fair Labor Law authorizes employment of juveniles 16 and older. However, any 16 year old student working with equipment must first sign a waiver.
- e) Supervisors Martin and Benefield reported that they noticed mostly fallen trees and some refuse clogging Turkey Creek during the survey of part of the creek by boat. Snagging the debris could ease some of the flooding until further recommendations are made by the Corps of Engineers studying the problem. Supervisor Rockco inquired whether the Board had received further information from Brown & Mitchell for snagging permits in the West Orange Grove and the Cedar Lake area. The County Administrator will check into this and report at a later date.
- f) Supervisor Rockco inquired whether the Board Attorney has received an opinion from the Attorney General on appropriation to the Interfaith Ministry, providing shelter to homeless families. No answer has been received at this point. Supervisor Rockco also inquired if the Board could make an appropriation to the Biloxi Little Theatre. Appropriation can be made to the Performing Arts.
- g) The Board Attorney brought up request by the Sheriff's department to route any notice of claims to employer from the Mississippi Employment Security Commission pertaining to Sheriff's employee to the Harrison County Sheriff's Department Personnel Department.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2003 TERM

ORDERED THAT THE BOARD ADJOURN in the First Judicial District until Term in Course.
THIS, the 5thth day of May 2003.



MARLIN R. LADNER, PRESIDENT