

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 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 NOVEMBER 1998, being the **2ND DAY OF NOVEMBER 1998**, 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, Honorable Larry Benefield, President of said Board, presiding; Bobby Eleuterius, David V. LaRosa, Sr., Robin Alfred Midcalf, and C. T. Switzer, Jr., members of said Board of Supervisors; Maudie Cuevas, Tax Assessor for Harrison County, Mississippi; Joseph Price, Sheriff of Harrison County, Mississippi; and John McAdams, Chancery Clerk and Ex-Officio Clerk of said Board.

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

* * *

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Steve Richer, Executive Director, and Larry Bates, President of the Harrison County Tourism Commission, appeared before the Board to give a status report of their activities and present most recent national and international news media coverage on the Mississippi Gulf Coast as a tourist destination area. They advised the Board that the Commission has received two national awards.

* * *

Robin Shaw, resident of Harrison County, and Mr. Don Malley with Recycling & Environmental Services, Inc., appeared before the Board to present facts and figures on the recycling technology "RES extrusion process" which could recycle and reduce landfill waste by 85%.

* * *

Dominic DeNicola, whose accident claim was denied 10/12/1998, appeared before the Board to advise same that he requested a report from the Mississippi Department of Environmental Quality to analyze the substance that caused damage to the paint on his house and foliage of his magnolia tree. He will provide a copy of same to the Board for reconsideration of his claim.

* * *

The Sheriff reported that 1,059 persons are currently housed in the Harrison County Jail facilities with an ever growing number of female prisoners.

* * *

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The following came on for consideration by the Board:

RESOLUTION

There next came on for discussion the execution of a Special Warranty Deed by the HARRISON COUNTY DEVELOPMENT COMMISSION, acting for and on behalf of the Harrison County Board of Supervisors, and the HARRISON COUNTY BOARD OF SUPERVISORS, jointly acting for Harrison County, Mississippi, to F.E.B. Distributing Company, Inc., conveying certain real property located in the First Judicial District of Harrison County, Mississippi, said property being more fully described in the Special Warranty Deed to F.E.B. Distributing Company, Inc. attached hereto, and after a general discussion of the subject, Commission Member Louis Elias offered the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING THE PRESIDENT AND SECRETARY TO EXECUTE A SPECIAL WARRANTY DEED TO CONVEY 10.0 ACRES (MORE OR LESS) OF CERTAIN REAL PROPERTY LOCATED IN THE BERNARD BAYOU INDUSTRIAL DISTRICT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, TO F.E.B. DISTRIBUTING COMPANY, INC., AND REQUESTING THE HARRISON COUNTY BOARD OF SUPERVISORS TO CONCUR HEREIN AND TO JOIN IN THE EXECUTION AND CONVEYANCE.

BE IT RESOLVED by the Harrison County Development Commission that:

WHEREAS, the Harrison County Development Commission does find and does so adjudicate that it would be in the public interest to sell that certain real property located in the Bernard Bayou Industrial District to F.E.B. Distributing Company, Inc., for the amount of THREE HUNDRED THOUSAND and NO/100 DOLLARS (\$300,000.00), all which the Harrison County Development Commission does find and adjudicate is a fair and reasonable price for said property; and

WHEREAS, the Harrison County Development Commission does find and does so adjudicate that it would be in the public interest to execute a Special Warranty

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Deed to F.E.B. Distributing Company, Inc. for the purpose of constructing and operating a beverage distribution operation including warehouse, office and vehicle maintenance facilities; and

WHEREAS, the Harrison County Board of Supervisors, should be requested to concur herein and to join in the execution and conveyance. It is therefore,

RESOLVED, that the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute a Special Warranty Deed conveying said real property.

COMMISSION MEMBER Esther Coleman seconded the motion, and on a roll call vote, the result was as follows:

Commissioner Mary Bankston	Voted: <u>AYE</u>
Commissioner Frank Castiglia, Jr.	Voted: <u>AYE</u>
Commissioner Esther Coleman	Voted: <u>AYE</u>
Commissioner Louis Elias	Voted: <u>AYE</u>
Commissioner John Heath, President	Voted: <u>AYE</u>
Commissioner Franklin Kyle, Jr.	Voted: <u>AYE</u>
Commissioner Eaton Lang, Jr.	Voted: <u>ABSENT</u>
Commissioner W. R. "Billy" Lyons	Voted: <u>AYE</u>
Commissioner Don Mason	Voted: <u>AYE</u>
Commissioner Larry Patterson	Voted: <u>AYE</u>
Commissioner Leroy Urie	Voted: <u>AYE</u>
Commissioner Elmer Williams	Voted: <u>AYE</u>

A majority of the Members present and voting in the affirmative, the President declared the motion carried and the resolution adopted on the 27th day of October, 1998.

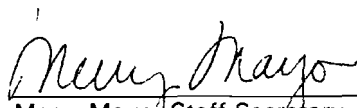
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STATE OF MISSISSIPPI
COUNTY OF HARRISON

CERTIFICATE

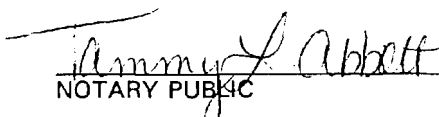
I, Merry Mayo, Staff Secretary of the Harrison County Development Commission, hereby certify that the attached Resolution dated October 27, 1998, is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the 28th day of October, 1998.


Merry Mayo, Staff Secretary
Harrison County Development

Commission

SWORN TO AND SUBSCRIBED BEFORE ME, this the 28th day of October, 1998.


NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

11-7-99

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **HARRISON COUNTY DEVELOPMENT COMMISSION**, Post Office Box 1870, Gulfport, Mississippi, 39502, (228-863-3807), acting for and on behalf of the **HARRISON COUNTY BOARD OF SUPERVISORS**, and the **HARRISON COUNTY BOARD OF SUPERVISORS**, Harrison County Courthouse, Gulfport, Mississippi 39502 (228-865-4001), and jointly acting for and on behalf of **HARRISON COUNTY, MISSISSIPPI**, as Grantors, do hereby sell, convey and specially warrant unto **F.E.B. DISTRIBUTING COMPANY, INC.**, as Grantee, the following described property situated in Harrison County, Mississippi, to-wit:

SEE ATTACHED EXHIBIT "A"

Ad Valorem taxes for the current year are prorated and assumed by the Grantee.

The above described land shall be used for a beverage distribution operation including warehouse, office and vehicle maintenance facilities, and if the Purchaser fails to use the land for said purpose within one year from the date of the sale, Sellers

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shall have the option, but not the obligation, to repurchase such land at the purchase price as stated above.

Witness my signature on this the _____ day of _____, 1998.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY: _____
PRESIDENT

ATTEST:

SECRETARY

HARRISON COUNTY BOARD OF SUPERVISORS

BY: _____
PRESIDENT

ATTEST:

CLERK

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the _____ day of _____, 19____, the undersigned authority in and for the County and State aforesaid, the within named John Heath, President, and Frank Castiglia, Jr., Secretary, of the Harrison County Development Commission, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission, they having full authority to do so.

WITNESS my hand and official seal of office on this the _____ day of _____, 1998.

NOTARY PUBLIC

My Commission Expires:

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the _____ day of _____, 19___, the undersigned authority in and for the County and State aforesaid, the within named Larry Benefield, President, and John McAdams, Clerk, of The Harrison County Board of Supervisors, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Board of Supervisors, they having full authority to do so.

WITNESS my hand and official seal of office on this the _____ day of _____, 1997.

NOTARY PUBLIC

My Commission Expires:

Prepared by: Allen, Vaughn, Cobb & Hood, P.A.
Post Office Drawer 4108
Gulfport, Mississippi 39502-4108
228-864-4011

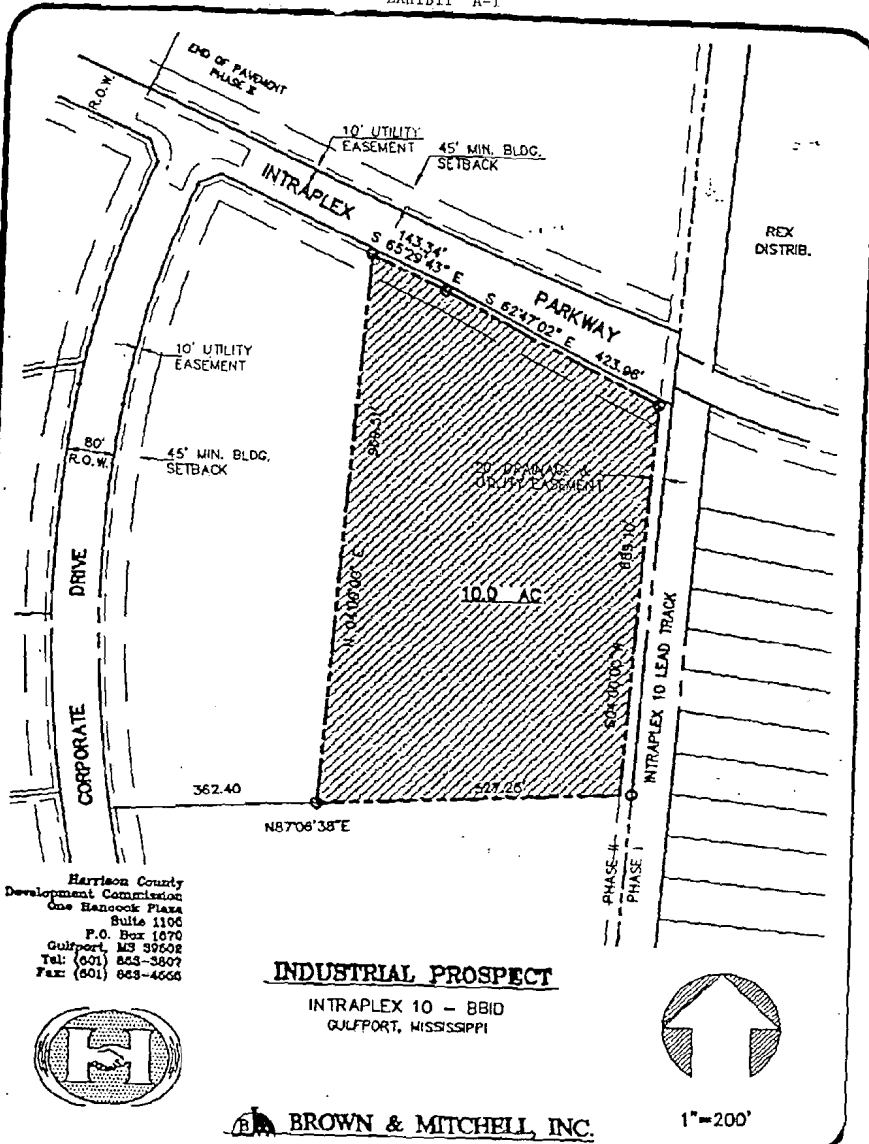
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EXHIBIT "A"

A parcel of land situated and being located in Intraplex 10 of the Bernard Bayou Industrial District, Harrison County, Mississippi, First Judicial District, and containing 10.0 acres, more or less. Said parcel is more particularly depicted on Exhibit "A-1" attached hereto

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EXHIBIT "A-1"



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STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

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shall have the option, but not the obligation, to repurchase such land at the purchase price as stated above.

Witness my signature on this the _____ day of _____, 1998.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY: _____
PRESIDENT

ATTEST:

SECRETARY

HARRISON COUNTY BOARD OF SUPERVISORS

BY: _____
PRESIDENT

ATTEST:

CLERK

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the _____ day of _____, 19__, the undersigned authority in and for the County and State aforesaid, the within named John Heath, President, and Frank Castiglia, Jr., Secretary, of the Harrison County Development Commission, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission, they having full authority to do so.

WITNESS my hand and official seal of office on this the _____ day of _____, 1998.

NOTARY PUBLIC

My Commission Expires:

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the _____ day of _____, 19__, the undersigned authority in and for the County and State aforesaid, the within named Larry Benefield, President, and John McAdams, Clerk, of The Harrison County Board of Supervisors, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Board of Supervisors, they having full authority to do so.

WITNESS my hand and official seal of office on this the _____ day of _____, 1997.

NOTARY PUBLIC

My Commission Expires:

Prepared by: Allen, Vaughn, Cobb & Hood, P.A.
Post Office Drawer 4108
Gulfport, Mississippi 39502-4108
228-864-4011

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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EXHIBIT "A"

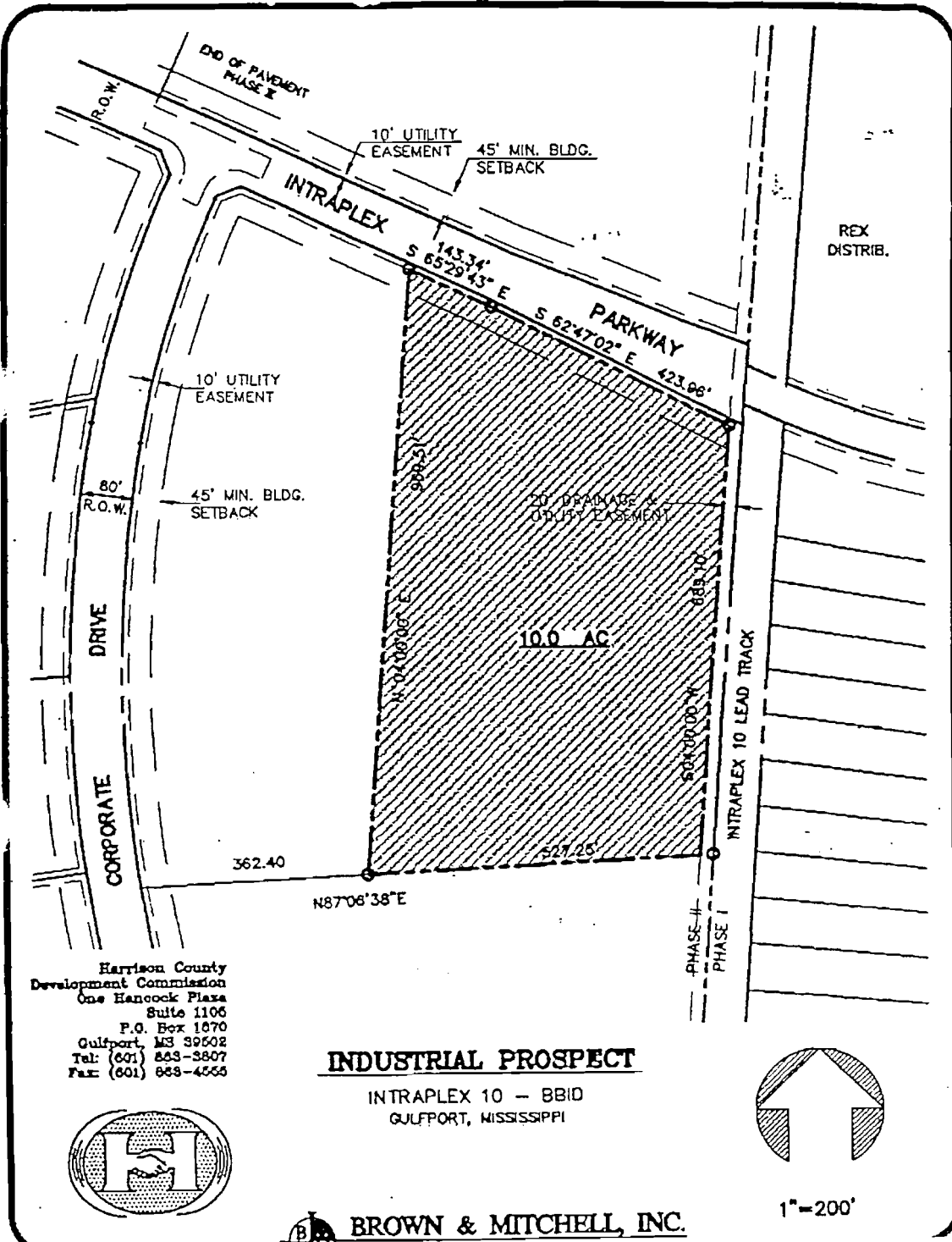
A parcel of land situated and being located in Intraplex 10 of the Bernard Bayou Industrial District, Harrison County, Mississippi, First Judicial District, and containing 10.0 acres, more or less. Said parcel is more particularly depicted on Exhibit "A-1" attached hereto

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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EXHIBIT "A-1"




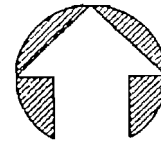
Harrison County
Development Commission
One Hancock Plaza
Suite 1106
P.O. Box 1070
Gulfport, MS 39502
Tel: (601) 843-3807
Fax: (601) 843-4666



INDUSTRIAL PROSPECT

INTRAPLEX 10 - BBID
GULFPORT, MISSISSIPPI

 BROWN & MITCHELL, INC.



1"=200'

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ORDER

There next came on for consideration the request of the HARRISON COUNTY DEVELOPMENT COMMISSION to concur in a Resolution to enter into a Special Warranty Deed conveying 10.0 acres (more or less) of certain real property located in the Bernard Bayou Industrial District in the First Judicial District, Harrison County, Mississippi, to F.E.B. Distributing Company, Inc., and after a full discussion of the subject, Supervisor

BOBBY ELEUTERIUS offered the adoption of the following Order,

to-wit:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS CONCURRING IN A RESOLUTION TO ENTER INTO A SPECIAL WARRANTY DEED CONVEYING 10.0 ACRES (MORE OR LESS) OF CERTAIN REAL PROPERTY LOCATED IN THE BERNARD BAYOU INDUSTRIAL DISTRICT TO F.E.B. DISTRIBUTING COMPANY, INC. AND FINDING THAT THE PRESIDENT AND CLERK BE AND THE SAME ARE AUTHORIZED TO EXECUTE SAID SPECIAL WARRANTY DEED AND TO CONCUR AND JOIN IN SAID CONVEYANCE.

It is therefore,

ORDERED, that receipt of a Resolution by the Harrison County Development Commission authorizing the President and Secretary of the Commission to enter into a Special Warranty Deed by and between the Harrison County Development Commission, acting for and on behalf of the Harrison County Board of Supervisors, and the Harrison County Board of Supervisors, jointly acting for Harrison County, Mississippi, conveying 10.0 acres (more or less) of certain real property located in Harrison County, Mississippi, to F.E.B. Distributing Company, Inc., finding that it would be in the public interest to do so for the purpose of constructing and operating a beverage distribution operation including warehouse, office and vehicle maintenance facilities, and finding that the President and Secretary of the Harrison County Development Commission should be authorized and directed to execute said Special Warranty Deed, and requesting the Harrison County Board of Supervisors to concur therein and to join in the execution of the Special Warranty Deed, is hereby acknowledged.

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It is FURTHER ORDERED, that this Board does concur in said resolution and adopts the findings contained therein; and it is further

ORDERED, that the President and Clerk of the Harrison County Board of Supervisors are hereby authorized and directed to execute the Special Warranty Deed attached as Exhibit "A" to the resolution of the Harrison County Development Commission.

SUPERVISOR ROBIN ALFRED MIDCALF seconded the motion, and on a roll call vote, the result was as follows:

Supervisor Bobby Eleuterius	Voted: <u>AYE</u>
Supervisor Larry Benefield	Voted: <u>AYE</u>
Supervisor David LaRosa, Sr.	Voted: <u>AYE</u>
Supervisor Robin Midcalf	Voted: <u>AYE</u>
Supervisor C. T. Switzer, Jr.	Voted: <u>AYE</u>

A majority of the Supervisors present and voting in the affirmative, the President declared the motion carried and the order adopted on the 2nd day of November, 1998.

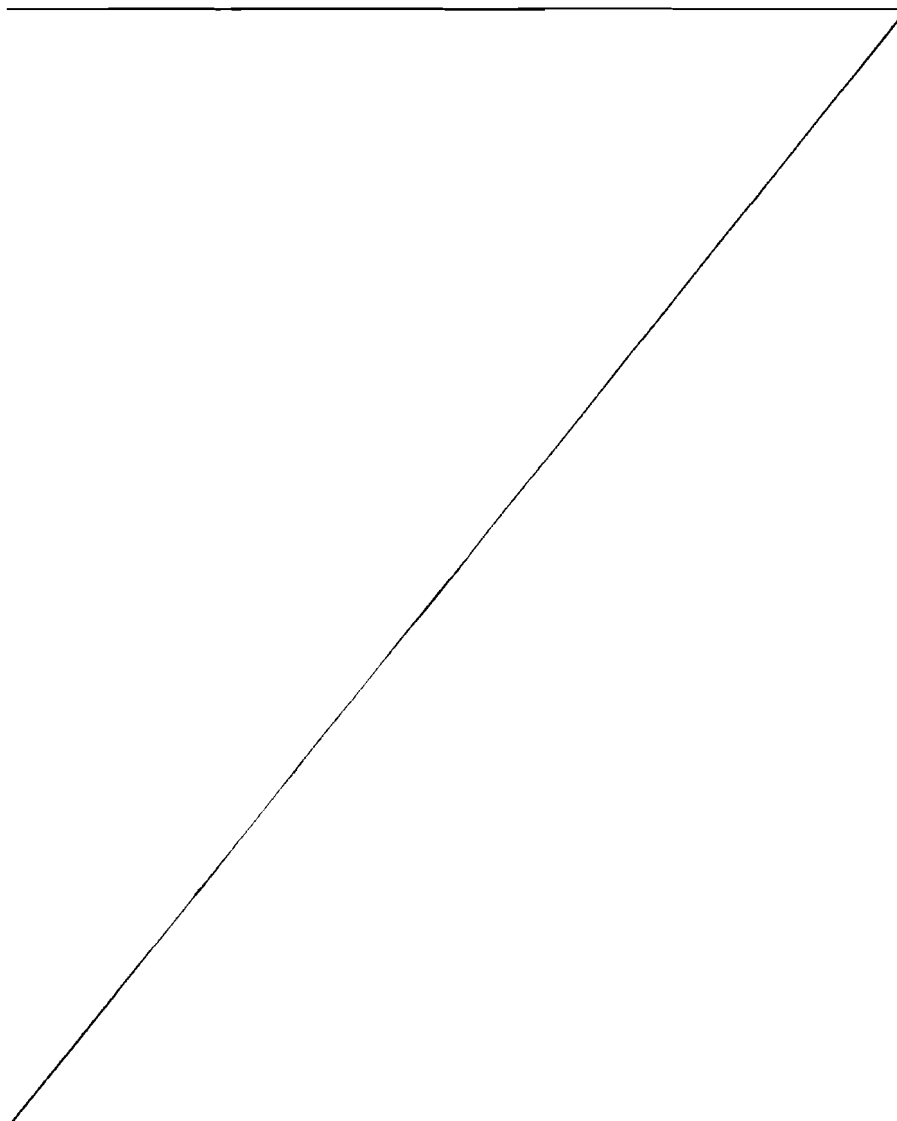
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Supervisor **DAVID LAROSA, SR.** moved adoption of the following
Order:

**ORDER APPROVING PETITIONS FOR CHANGE TO
THE REAL AND PERSONAL TAX ROLL FOR 1995
AND 1997, AS RECOMMENDED BY THE TAX
ASSESSOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE petitions for change
to the real and personal tax roll for 1995 and 1997, as recommended
by the Tax Assessor, said changes being as follows, to-wit:



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PARCEL NUMBER	OWNER NAME	Type	Dist	Before	After	Change	BOS Action	STC Action	W P	F D
0612E 02 167.000	HERRON, ESTHER SUVAO	R	L	8344		-8344			T	N
611N 4 1	SIGAFOOSE, JOHN P & MELANIE C	R	L	11525	7684	-3841			T	N
Change In Total Assessment				-12,185	Total Increase		Total Decrease		-12,185	

RBI LRMBOX2 10/28/98 09:43 RECOMMENDATION FOR BOS (BACK T PAGE 1
 Back Taxes and Actions Taken by Board Of Supervisors and State Tax Commission
 Records Added 10-20-1998 thru 10-28-1998 Report Sequence PARCEL NUMBER

Parcel Tax ----- Total Assessed -----

EXEMPT-97 HE DELETED IN ERROR-FILING 0 05

CLASS I FOR 1997

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RBI LRMSTX02 10/28/98 09:36 RECOMMENDATION FOR BOS (BACK T										PAGE	1
Back Taxes and Actions Taken by Board Of Supervisors and State Tax Commission											
Records Added 10-20-1998 thru 10-28-1998 Report Sequence OWNER NAME											
Parcel Tax ----- Total Assessed -----											
OWNER NAME	PARCEL-NUMBER	Type	Dist	Before	After	Change	BOS Action	STC Action	W P	F D	
GULF COAST GRADUATE PHYSICAL	14043	P	G	8653		-8653			T	N	
BUSINESS CLOSED 8-31-96 FOR 1997											
LATIL MOTOR CO	4119	P	B	2826	628	-2198			T	N	
HAD DISPOSED OF A LOT OF EQUIPMENT											
SEASONS NURSERY	4757	P	GO	5609	974	-4635			T	N	
INCORRECT INVENTORY											
Change In Total Assessment				-15,486		Total Increase		Total Decrease		-15,486	

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

Supervisor BOBBY ELEUTERIUS voted AYE

Supervisor LARRY BENEFIELD voted AYE

Supervisor David V. LAROSA, SR. voted AYE

Supervisor ROBIN ALFRED MIDCALF voted AYE

Supervisor C. T. SWITZER, JR. voted AYE

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

This, the 2nd day of November, 1998.

* * *

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(SUPERVISOR MIDCALF OUT ON VOTE)

Supervisor **DAVID LAROSA, SR.** moved adoption of the following
 Order:

**ORDER CONCURRING WITH THE TAX COLLECTOR
 ON PERSONNEL CHANGE, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY CONCUR with the Tax Collector
 on the following personnel change:

Job description change for Allison Ellis from clerk to assistant
 bookkeeper, effective 10/08/98, with salary increase of \$1,200.00 per
 year.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	(OUT ON VOTE)
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

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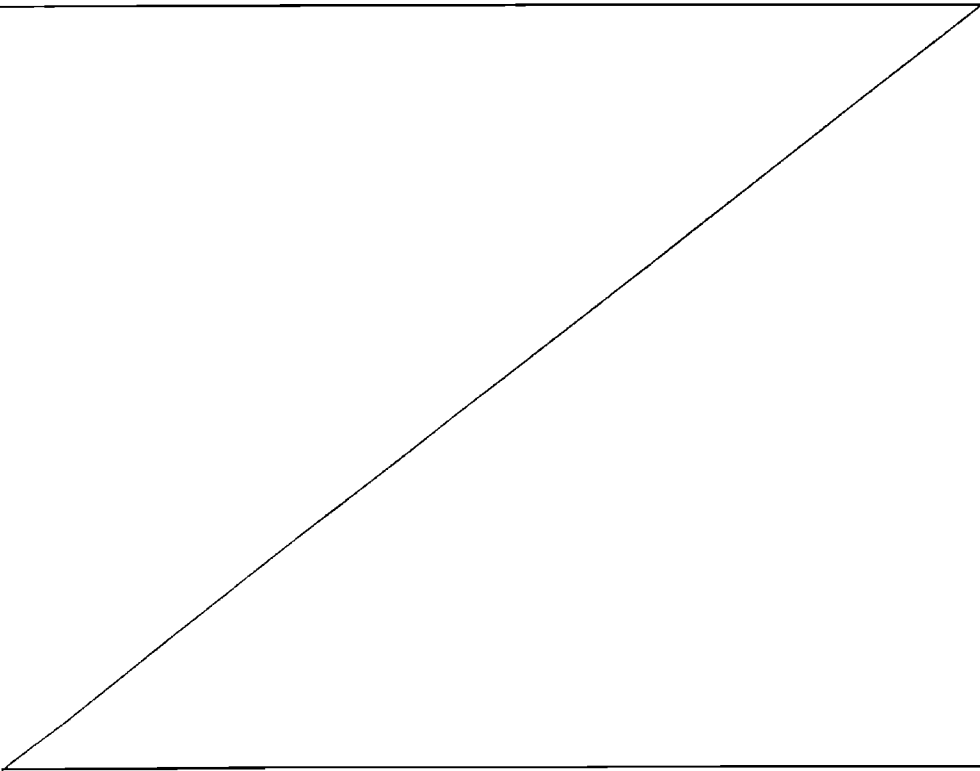
Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following
Order:

**ORDER APPROVING CHANGE ORDERS AS RECOMMENDED BY
BOBBY KNESAL, COUNTY ENGINEER AND AUTHORIZING THE
BOARD PRESIDENT TO EXECUTE SAID CHANGE ORDERS, AS
LISTED**

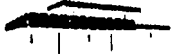
ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE the following change
orders as recommended by Bobby Knesal, County Engineer:

1. Change Order No. 2 to Samuel B. Day Construction, Inc., in the
amount of \$9,578.00, and an addition of 75 days for additional work required
for Good Deeds Community Center;
2. Change Order No. 3 to Smallwood Builders, Inc., in the amount of
\$549.01 for additional work required for Wortham Road Fire Station.

The Board further HEREBY AUTHORIZES the Board President to execute
the following change orders:



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SMALLWOOD BUILDERS, INC.

Complete Design-Build Services



1602 26th STREET

GULFPORT, MISSISSIPPI 39501

Telephone (601) 863-1433

Mobile (601) 380-1433

Fax (601) 863-6779

Mr. Robert Knesal, P.E.
 Harrison County Engineering Department
 15309-C Community Road
 Gulfport, Ms. 39503

RE: HURRICAN DAMAGE TO WORTHAM ROAD FIRE STATION

Gutter at NW corner torn where downspout was blown off.
 Corner trim at SE corner folded back on one side.

One 10'3" gutter	\$28.45
One downspout connector	1.66
Direct labor	70.00
Crating	20.00
Freight	35.00
	<u>\$155.11</u>
OH and P at 20%	31.02
	<u>\$186.13</u>
Ms. Sales tax	6.78
TOTAL REPAIR COST	\$192.91

W. E. Smallwood
 W. E. Smallwood, Pres.
 Smallwood Builders, Inc.

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CHANGE ORDER

No. 2

Dated November 2, 1998

Owner's Project No. N/A Engineer's Project No. N/A

Project Good Deeds Community Center

Owner Harrison County Board of Supervisors

Contractor Samuel B. Day Construction, Inc. Contract Date January 5, 1998

Contract For Good Deeds Community Center

To: Samuel B. Day Construction, Inc. Contractor

You are directed to make the changes noted below in the subject contract:

Owner Harrison County Board of Supervisors

By _____

Date November 2, 1998

Nature of the Change

- 1) Furnish and install one 800 amp NEMA 3R transfer switch - \$8,300.00
- 2) Paint the exterior of the building with a custom color - \$3,060.00
- 3) Install one 6'4" x 7'4" tall storm shutter at the entrance - \$2,178.00
- 4) Chang to fixed seals in lieu of operable seals - credit of \$3960.00

Enclosures:

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order \$ 691,713.41

Net (Increase) (Decrease) Resulting from this Change Order \$ 9,578.00

Current Contract Price Including This Change Order \$ 701,291.41

NSPE 1910-8-B (1970 Edition)

© 1970, National Society of Professional Engineers

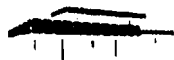
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Contract Time Prior to This Change Order 270 Calendar Days.
Net (Increase) (Decrease) Resulting From This Change Order 75 Calendar Days.
Current Contract Time Including This Change Order 345 Calendar Days.

The Above Changes Are Approved: Harrison County Engineering Department
ENGINEER
By _____
Date November 2, 1998

The Above Changes Are Accepted: Samuel B. Day Construction, Inc.
CONTRACTOR
By _____
Date November 2, 1998

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SMALLWOOD BUILDERS, INC.

Complete Design-Build Services

1602 26th STREET

GULFPORT, MISSISSIPPI 39501

Telephone (601) 863-1433

Mobile (601) 380-1433

Fax (601) 863-6779




October 14, 1998

Mr. Robert Knesal, P.E.
 Harrison County Engineering Department
 15309-C Community Road
 Gulfport, Ms.

RE: Proposed change order to Wortham Road Fire Station.
 Change Order # 3

Cost of Hardware per attached pages 1 thru 6	\$994.24	
Allowance for hardware in specifications	<u>500.00</u>	\$494.24
Allowance for purchase of range	\$500.00	
Range cost as per attached sheet 7	<u>349.00</u>	(\$151.00)
		<u>248.24</u>
		\$353.24
Sales tax		<u>12.86</u>
TOTAL REQUESTED CHANGE ORDER		<u>\$366.10</u>
		356.10
Previous revised contract amount		<u>\$137,827.50</u>
Revised contract amount		<u>\$138,293.60</u>



 Smallwood Builders, Inc.
 W. E. Smallwood, Pres.

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CHANGE ORDER

No. 3

Dated November 2, 1998

Owner's Project No. N/A Engineer's Project No. N/A

Project Wortham Road Fire Station

Owner Harrison County Board of Supervisors

Contractor Smallwood Builders, Inc. Contract Date March 9, 1998

Contract For Wortham Road Fire Station

To: Smallwood Builders, Inc. Contractor

You are directed to make the changes noted below in the subject contract:

Owner Harrison County Board of Supervisors

By _____

Date November 2, 1998

Nature of the Change

See attached letter from Smallwood Builders, Inc. dated October 14, 1998
that lists the change order items.

Enclosures:

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order \$ 137,827.50

Net (Increase) (Decrease) Resulting from this Change Order \$ 549.01

Current Contract Price Including This Change Order \$ 138,376.51

NSPE 1910-8-B (1970 Edition)

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Professional Engineers

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Contract Time Prior to This Change Order _____ 150 _____ Calendar Days.

Net (Increase) (Decrease) Resulting From This Change Order _____ 0 _____ Calendar Days.

Current Contract Time Including This Change Order _____ 150 _____ Calendar Days.

The Above Changes Are Approved:

Harrison County Engineering Department
ENGINEER

By _____

Date _____

The Above Changes Are Accepted:

Smallwood Builders, Inc.
CONTRACTOR

By _____

Date _____

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

THIS the 2nd day of November, 1998.

* * *

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Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following Order:

ORDER APPROVING PAYMENTS OF CLAIMS, AS LISTED

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

1. Payment Application No. 2, in the amount of \$3,210.00, to Conn Construction & Mech., Inc., for work completed to date on the HVAC Replacement Project at the Biloxi Jail as recommended by Myron James and Associates, P.A. (payable from account 001-151-650).
2. Payment Application No. 1, in the amount of \$21,600.45 to TCB Construction Co., Inc., for work completed to date on the Youther Lee Keyes Park Recreational Improvements, as recommended by Ed Ott, Assistant County Engineer (payable from account 370-704-650).
3. Payment to Eddie M. Bigelow, in the amount of \$375.00. for services rendered to acquire rights-of-way and easements for Canal Road Sewer Project, as recommended by Bobby Knesal, County Engineer (payable from account 412-340-581).
4. Payment Application No. 3, in the amount of \$587,074.07, to TCB Construction Co., Inc., for Hurricane Georges debris removal, as recommended by Bobby Knesal, County Engineer.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

THIS, the 2nd day of November, 1998.

* * *

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Supervisor **DAVID LAROSA, SR.** moved adoption of the following Order:

**ORDER ADJUDICATING THE BURIAL OF A BAY
MARE IN SUPERVISOR'S VOTING DISTRICT 3**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ADJUDICATE the burial of a bay mare in Supervisor's Voting District 3 (Veterinarian's Certificate on file with the Clerk of the Board).

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

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

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.

The Board further HEREBY APPROVES said budget adjustments.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

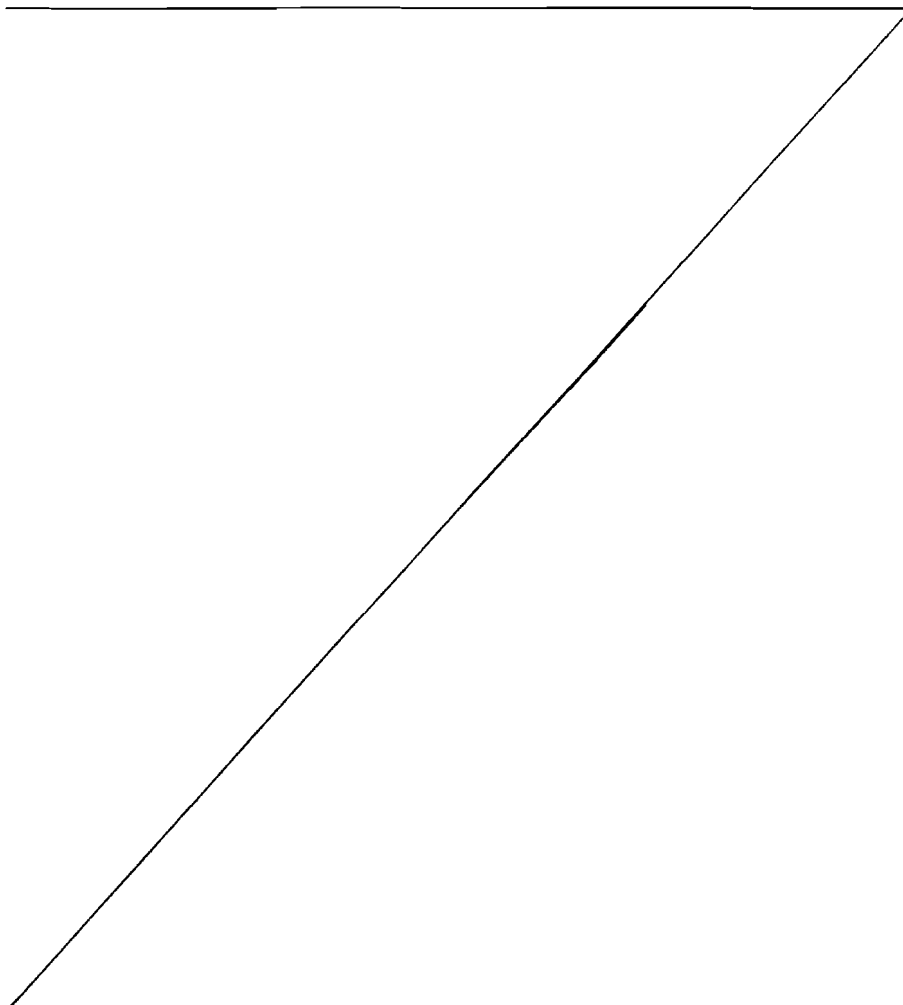
* * *

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Supervisor **C.T. SWITZER, JR.** moved adoption of the following
Order:

**ORDER DECLARING AN EMERGENCY AT THE OLD
POPPS FERRY CAUSEWAY (SA24-93 BRIDGE)
DUE TO DAMAGES CAUSED BY HURRICANE
GEORGES; APPROVING REPAIRS BY TONY
PARNELL CONSTRUCTION IN THE AMOUNT OF
\$37,074.00, AND AUTHORIZING THE BOARD
PRESIDENT TO EXECUTE THE CONTRACT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON
COUNTY, MISSISSIPPI, that the Board does HEREBY DECLARE an
emergency at the Old Poppo Ferry causeway (SA24-93 bridge) due to
damages caused by Hurricane Georges, as per the following letter
from Robert Weaver, to-wit:



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HARRISON COUNTY
BOARD OF SUPERVISORS

15309-C COMMUNITY ROAD • GULFPORT, MISSISSIPPI 39503
(601) 832-2679



November 2, 1998

Board of Supervisors

Re: SA24-93 Bridge
Old Pops Ferry Causeway
City of Biloxi

On Wednesday, October 28, 1998 a request from officials with the City of Biloxi was made for Harrison County to undertake the necessary repairs to the above mentioned structure which was damaged by Hurricane Georges.

The site inspection revealed that nearly 80% of the approach roadway sustained major erosion. This was a result of failure of the bridge abutment and side slopes.

Presently the approach roadway is not safe for vehicular use and continued erosions will require closure to pedestrian traffic as well.

I have completed a cost estimate and I am in the process of submitting a D.S.R. (Damage Survey Report) with FEMA for reimbursement of repairs which is estimated at \$37,074. However, should the actual cost exceed this D.S.R. amount, we would be responsible for the amount over the D.S.R. and the 12 1/2% of the D.S.R. amount.

I am requesting that if the Board wishes to make the necessary repairs, they declare this as an emergency and authorize the necessary repairs based on the lowest bid submitted. Also, authorizing the Board President to execute said contract will be needed.

If you should have any questions, please call me at 832-2679.

Robert Weaver

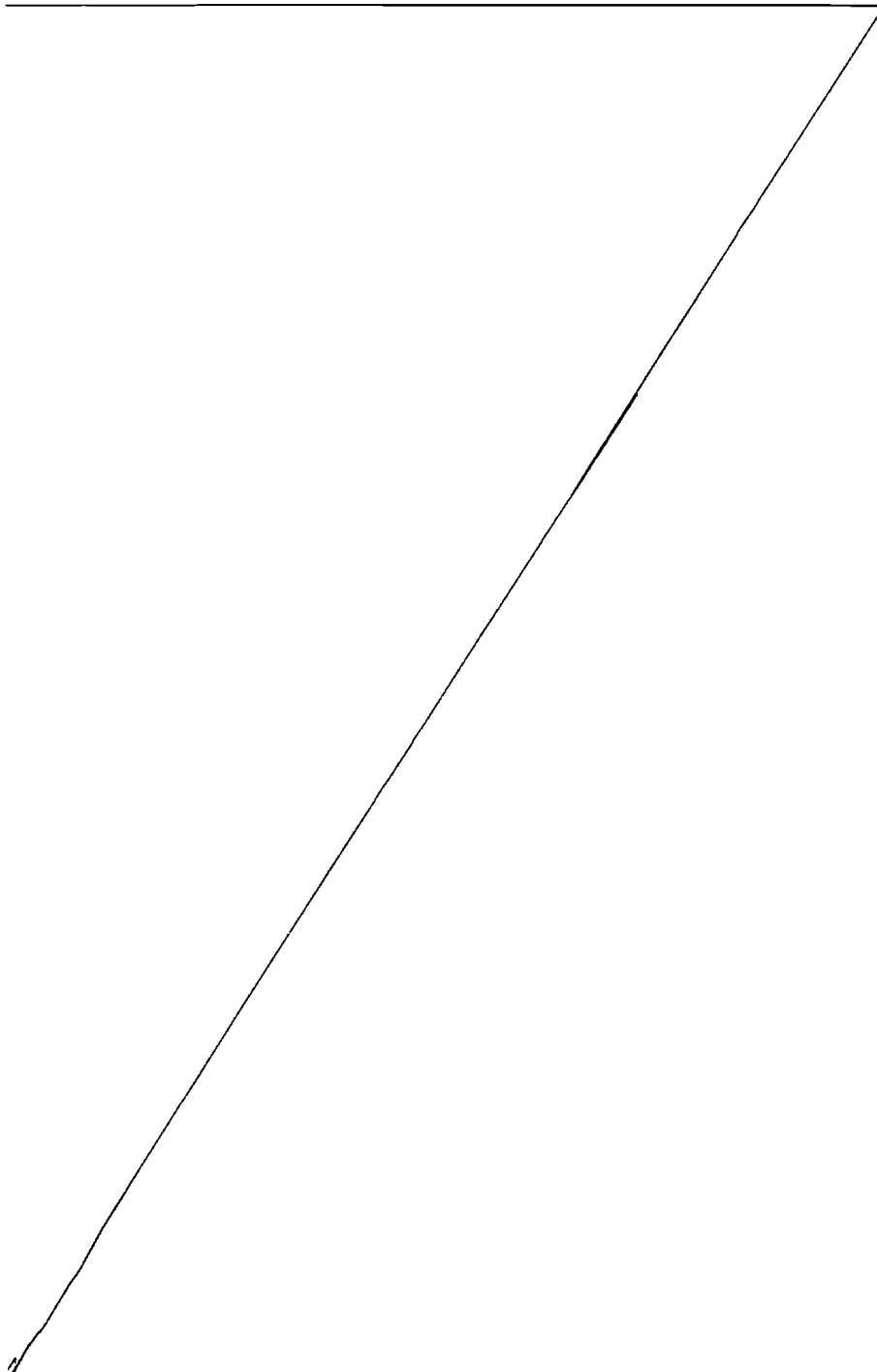
sh

ROBERT WEAVER
Assistant Road Manager

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The Board further HEREBY APPROVES repairs by Tony Parnell Construction in the amount of \$37,074.00.

The Board further HEREBY AUTHORIZES the Board President to execute the contract, said contract being as follows, to-wit:



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Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed on or before November 21, 19 98, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before November, 19 98.

3.1 The Work will be substantially completed within 20 days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 20 days after the date when the Contract Times commence to run.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR 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 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving 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 _____ dollars (\$ - 0 -) for each day that expires after the time specified in paragraph 3.1 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 time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER - 0 - dollars (\$ - 0 -) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

[Where failure to reach a Milestone on time is of such consequence to OWNER that the assessment of liquidated damages is to be provided, appropriate amending or supplementing language should be inserted here.]

(Strike any of the above paragraphs that are inapplicable)

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Article 4. CONTRACT PRICE.

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 4.1 and 4.2 below:

4.1 for all Work other than Unit Price Work, a Lump Sum of:

_____ (\$ _____)
 (use words) figures

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.8 of the General Conditions;

plus

4.2 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 4.2:

<u>UNIT PRICE WORK</u>					
NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED

See attached proposal

TOTAL OF ALL UNIT PRICES Thirty Seven Thousand Seventy Four \$ 37,074.00 (dollars)
(use words) Dollars and no cents

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

[In special circumstances, the Bid may be attached to avoid extensive retyping. See paragraph 13.10 below. Any exhibits attached should be listed in Article 8.]

[If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions. See Suggested Bid Form Paragraph 4 and Comment 1.]

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Article 5. PAYMENT PROCEDURES.

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.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25 day of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 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.

5.1.1. 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 shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

0 % of Work completed (with the balance being retainage). If Work has been 50% 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 on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

0 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

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Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2. 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, performance or furnishing of the Work.
- 7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4. CONTRACTOR has carefully studied all 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 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 8, inclusive).
- 8.2. Exhibits to this Agreement (pages 1 to 2, inclusive).
- 8.3. Performance, Payment, and other Bonds, identified as exhibits N/A and consisting of pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages N/A to , inclusive).
- 8.6. Supplementary Conditions (pages N/A to , inclusive).
- 8.7. Specifications bearing the title N/A and consisting of divisions and pages, as listed in table of contents thereof.
- 8.8. Drawings consisting of a cover sheet and sheets numbered N/A through , inclusive with each sheet bearing the following general title:

[Fill in, and, if a set of Drawings is not attached to each signed counterpart of Agreement, so indicate in which case OWNER and CONTRACTOR should initial or otherwise appropriately identify each Drawing.]

- 8.9. Addenda numbers N/A to , inclusive.

[Those Addenda which pertain exclusively to the bidding process need not be listed.]

- 8.10. CONTRACTOR's Bid (pages 1 to 2, inclusive) marked exhibit Proposal

[Attach actual Bid only in special circumstances.]

- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to , inclusive).

- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

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Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents 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.

9.3. 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.

9.4. 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.

9.5 OTHER PROVISIONS.

[Insert other provisions here if applicable.]

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NOVEMBER 1998 TERM

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on November 2, 19 98 (which is the Effective Date of the Agreement).

OWNER Harrison County

CONTRACTOR Tony Parnell Construction
Co., Inc.

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

P.O. DRAWER CC

GULFPORT, MS. 39503

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1-A	SPAN REMOVAL/RESET	2 EA.	
	<u>SEVEN THOUSAND DOLLARS</u>		<u>\$14,000.00</u>
	<u>NO CENTS (\$7,000.00) each</u>		
2-A	EXCAVATION	167 C.Y.	
	<u>ONE DOLLARS NO CENTS</u>		<u>\$1,670.00</u>
	<u>(\$10.00) c.y.</u>		
3-A	BACKFILL/COMPACTION	350 C.Y.	
	<u>FOURTEEN DOLLARS</u>		<u>\$4,900.00</u>
	<u>NO CENTS (\$14.00) c.y.</u>		
4-A	FILTER FABRIC	126 S.Y.	
	<u>FOUR DOLLARS NO CENTS</u>		<u>\$504.00</u>
	<u>(\$4.00) s.y.</u>		
5-A	RIP RAP (300 LB)	280 TONS	
	<u>FOURTY DOLLARS NO CENTS</u>		<u>\$11,200.00</u>
	<u>(\$40.00) ton</u>		
6-A	GROUT	32 C.Y.	
	<u>ONE HUNDRED FIFTY DOLLARS</u>		<u>\$4,800.00</u>
	<u>NO CENTS (\$150.00) c.y.</u>		

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TOTAL BID Thirty seven thousand seventy-four
Dollars no cents \$(37,074.00)

(Amounts are to be given in words and figures. In case of discrepancy, the amount shown in words will govern.)

The above price shall include labor, material, overhead profit, insurance, etc., to cover finished work as specified.

Respectfully submitted:

By: 
signature

(SEAL - if bid is by corporation)

Name of Company: Tony Parson Const Co Inc

Address: P.O. Box 5128

CAULDEWELL MS 39825

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **C. T. SWITZER, JR.** moved adoption of the following Order:

**ORDER REQUESTING THE BOARD ATTORNEY TO
 PREPARE THE PROPER LETTER PUTTING THE
 CITIES OF BILOXI AND GULFPORT ON NOTICE
 THAT THE MAINTENANCE OF POPPS FERRY AND
 WILKES BRIDGES WILL BE TURNED OVER TO
 THEM ON NOVEMBER 15, 1998, UNLESS THE
 PROPOSED INTERLOCAL AGREEMENTS
 SUBMITTED BY HARRISON COUNTY ARE
 APPROVED PRIOR TO SAID DATE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REQUEST the Board Attorney to prepare the proper letter putting the cities of Biloxi and Gulfport on notice that the maintenance of Popp's Ferry and Wilkes bridges will be turned over to them on November 15, 1998, unless the proposed interlocal agreements submitted by Harrison County are approved prior to said date.

Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

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Supervisor **C.T. SWITZER, JR.** moved adoption of the following Order:

ORDER ACKNOWLEDGING RECEIPT OF AND LAYING OVER FOR ACTION AT A LATER DATE BIDS RECEIVED FOR BID NUMBER 98-1101, LABOR AND MATERIALS NEEDED TO BIND THE 1998 TAX RECEIPTS; BID NUMBER 98-1102, BLEACHER BOARD REPLACEMENTS FOR THE D'IBERVILLE PEE WEE FOOTBALL FIELD; BID NUMBER 98-1103, BLEACHER BOARD REPLACEMENTS FOR THE ORANGE GROVE PEE WEE FOOTBALL FIELD

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

1. That this Board, at a meeting heretofore held on the 5th day of October, 1998, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Notice of Invitation to Bid for the purchase by Harrison County, the following: Bid #98-1101, Labor and materials needed to bind the 1998 Tax receipts; Bid Number 98-1102, Bleacher board replacements for the D'Iberville Pee Wee football field; Bid Number 98-1103, Bleacher board replacements for the Orange Grove Pee Wee football field.

2. That as directed in the aforesaid Order, said Notices of Invitation to Bid were published in The Sun Herald Newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi, for more than one year immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavits of Proof of Publication have been filed with the Clerk of this Board, by said Clerk exhibited to the Board and shows that said Notices of Invitation to Bid for Bid No. 98-1101 was published on the 13th and 20th days of October, 1998; that the Notice of Invitation to Bid for Bid No. 98-1102 and Bid No. 98-1103 was published on the 16th and 20th days of October, 1998;

3. That publications of said Notices have been made once

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

each week for two (2) consecutive weeks, the last of which was at least seven (7) working days prior to November 2, 1998, the day fixed for receiving said bids in the Order identified in paragraph one thereof; said Proofs of Publication being in the following form, words, and figures, to-wit:

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Jennifer Wyatt, 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. 115 No., 13 dated 13 day of Oct, 1998
- Vol. 115 No., 20 dated 20 day of Oct, 1998
- Vol. _____ No., _____ dated _____ day of _____, 19 _____
- Vol. _____ No., _____ dated _____ day of _____, 19 _____
- Vol. _____ No., _____ dated _____ day of _____, 19 _____
- Vol. _____ No., _____ dated _____ day of _____, 19 _____
- Vol. _____ No., _____ dated _____ day of _____, 19 _____

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.

Jennifer Wyatt
Clerk

Sworn to and subscribed before me this 21 day of October, A.D., 1998

Karen Shook
Notary Public

My Commission Expires 10/15/99

Printer's Fee	\$ <u>9262</u>
Furnishing proof of publication	\$ <u>300</u>
TOTAL	\$ <u>9562</u>

NOTICE OF INVITATION TO BID
Sealed bids will be accepted by the Board of Supervisors of Harrison County, Mississippi, at the Board Meeting Room in the First Judicial District Courthouse in Gulfport, Mississippi, until the hour of 10:30 o'clock A.M., on November 2, 1998, for the purchase by Harrison County the following: Bid #98-1101 Labor and Materials needed to bid the 1998 Tax Receipts Specifications for Bid #98-1101, listed above may be obtained from the Harrison County Purchasing Department, located on the first floor of the First Judicial District Courthouse at 1801-23rd Avenue, Gulfport, Mississippi 39502, office telephone number (228) 865-4028. All technical questions that are not addressed in the specifications should be directed to Mrs. Nellie Johnson, in the Tax Collectors Office telephone number (228) 865-4060. All bids must be on file with the Clerk of the Board. 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. 98-1101", to be opened on November 2, 1998. Envelopes not so marked are submitted at the risk of the Bidder and the County assumes no responsibility for the premature opening of same by any County Employee. Bids sent through the U.S. Mail are done 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 that arrive in the mail after the designated opening time. Bids may be delivered in person to the Harrison County Purchasing Department located on the first floor of the First Judicial District Courthouse, 1801-23rd Avenue, Gulfport, Mississippi, until 5:00 P.M., on October 30, 1998, or to the Board of Supervisors meeting room in the First Judicial District Courthouse in Gulfport, Mississippi on November 2, 1998, prior to the opening time listed above. The Board of Supervisors will meet at the time and in the place stated first above in this Notice and will then and there open, read aloud, consider and take such action as the Board may then determine on bids received in accordance with this Notice. The Board reserves the right to reject any and all bids and to waive informality. By Order of the Harrison County Board of Supervisors, Item #98-1101 was adopted on October 5, 1998.

By: John McAdams
CLERK, Board of Supervisors,
by: Frances Gily D.C.

(S.E.A.L.)
N-17.adv.13.21ue 221454

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

PROOF OF PUBLICATION

NOTICE OF INVITATION TO BID
Sealed bids will be accepted by the Board of Supervisors of Harrison County, Mississippi, at the Board Meeting Room in the First Judicial District Courthouse in Gulfport, Mississippi, until the hour of 10:30 o'clock A.M., on November 2, 1998, for the purchase by Harrison County the following: Bid #98-1102 Bleacher Board Replacements for the D'Arville Pee Wee Football Field

Bid #98-1103 Bleacher Board Replacements for the Orange Grove Pee Wee Football Field

Specifications for Bid #98-1102 and #98-1103, listed above may be obtained from the Harrison County Purchasing Department, located on the first floor of the First Judicial District Courthouse at 1801-23rd Avenue, Gulfport, Mississippi 39502, office telephone number (228) 865-4028. Technical questions that are not addressed in the specifications should be directed to Mr. Mike McMillan, Harrison County Parks Director, Office telephone number (228) 832-8620.

All bids must be on file with the Clerk of the Board; 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 November 2, 1998. Envelopes not so marked are submitted at the risk of the bidder and the County assumes no responsibility for the premature opening of same by any County employee.

Bids sent through the U.S. Mail are done 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 "OC", Gulfport, Mississippi, 39502. The County is NOT responsible for bids that are mailed to the wrong address or that arrive in the mail after the designated opening time. Bids may be delivered in person to the Harrison County Purchasing Department located on the first floor of the First Judicial District Courthouse, 1801-23rd Avenue, Gulfport, Mississippi, until 5:00 P.M., on October 30, 1998, or to the Board of Supervisors meeting room in the First Judicial District Courthouse in Gulfport, Mississippi, on November 2, 1998, prior to the opening time listed above.

The Board of Supervisors will meet at the time and in the place stated first above in this Notice and will then and there open, read aloud, consider and take such action as the Board may then determine on bids received in accordance with this Notice. The Board reserves the right to reject any and all bids and to waive informalities. By Order of the Harrison County Board of Supervisors, Item 98-1102 and #98-1103 were adopted on October 5, 1998.

/s/ John McAdams
CLERK, Board of Supervisors
by: /s/ Frances City D.C.

SEAL)
1-68,adv.16820
223578

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

- Vol. 115 No., 16 dated 16 day of Oct., 19 98
Vol. 115 No., 20 dated 20 day of Oct., 19 98
Vol. No., dated day of , 19
Vol. No., dated day of , 19
Vol. No., dated day of , 19
Vol. No., dated day of , 19
Vol. No., dated day of , 19

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.

JENNISER WIGHT
Clerk

Sworn to and subscribed before me this 21 day of October, A.D., 19 98

KAREN SHOOK
Notary Public

Table with 2 columns: Description and Amount. Rows include My Commission Expires 10/15/99, Printer's Fee \$95.70, Furnishing proof of publication \$300, and TOTAL \$98.70.

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That bids were received at the time and place and in the manner provided in said Notices of Invitation to Bid, at which time said bids were opened, read aloud, and laid over for action at a later date, same being on file with the Clerk of the Board. It is therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bids received on this date for Bid No. 98-1101, Bid No. 98-1102 and Bid 98-1103 be, and the same are HEREBY ACKNOWLEDGED AND LAID OVER FOR ACTION AT A LATER DATE.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

this, the 2nd day of November, 1998.

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MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following
Order:

ORDER ACCEPTING RESIGNATIONS, AS LISTED

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

Audrey Scott, District Attorney's Office, File Clerk, effective
10/15/98.

Supervisor **C. T. SWITZER, Jr.** seconded the motion to adopt the
above and foregoing Order, whereupon the President put the
question to a vote with the following results:

- | | |
|---------------------------------------|-----|
| Supervisor BOBBY ELEUTERIUS voted | AYE |
| Supervisor LARRY BENEFIELD voted | AYE |
| Supervisor David V. LAROSA, SR. voted | AYE |
| Supervisor ROBIN ALFRED MIDCALF voted | AYE |
| Supervisor C. T. SWITZER, JR. voted | AYE |

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

This, the 2nd day of November, 1998.

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MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER CONCURRING WITH COUNTY
ADMINISTRATOR ON EMPLOYMENT AND
VARIOUS CHANGES AS, LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR with the County Administrator on employment and various changes, as listed:

1. Amy Mitchell, Code Administration, Permit Clerk, regular full time at a rate of \$552.67 bimonthly, effective 10/15/98 (replacing Janet Price who was making \$552.67 bimonthly).
2. Edward "Danny" Wenerski, Sand Beach, Equipment Operator I, regular full time at a rate of \$6.81 per hour, effective 10/19/98 (replacing Troy Ross who was making \$6.81 per hour; Mr. Wenerski's salary will increase to \$7.15 per hour at the end of 60 days).
3. Tina M. Atkinson, Tourism Commission, Assistant Bookkeeper, regular full time at a rate of \$708.34 bimonthly, effective 10/29/98 (replacing Elizabeth S. Karl who was making \$708.34 bimonthly).
4. Dina K. Long, Tourism Commission, promotion from Receptionist to Administrative Secretary; salary increase from \$625.00 bimonthly to 708.34 bimonthly, effective 10/16/98 (replacing Amy B. Covington who was making \$833.34 bimonthly).
5. Trish Thompson, Tourism, Convention Registration Assistant, regular part time at a rate of \$5.15 per hour, effective 10/19/98 (addition to the Convention Registration Pool).

Supervisor **C. T. SWITZER, Jr.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

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Supervisor BOBBY ELEUTERIUS voted AYE

Supervisor LARRY BENEFIELD voted AYE

Supervisor David V. LAROSA, SR. voted AYE

Supervisor ROBIN ALFRED MIDCALF voted AYE

Supervisor C. T. SWITZER, JR. voted AYE

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

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

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

Claimant Steve Boyette, in the amount of \$725.56, as investigated by Safety Officer Richard Quave, District 1.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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(SUPERVISOR SWITZER OUT ON VOTE)

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

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

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

Claimant Anthony Lepoma, in the amount of \$201.13, for auto
 damage as investigated by Harry Kaletsch, District 3.

Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt
 the above and foregoing Order, whereupon the President put the
 question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	(OUT ON VOTE)

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

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

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

Edwin Lafontaine, in the amount of \$85.60, for damage to auto as investigated by Safety Officer, Harry Kaletsch, District 3.

Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

**ORDER ACCEPTING THE LOWEST BIDS RECEIVED
FOR THE LEASE PURCHASE OF EQUIPMENT FOR
THE ROAD DEPARTMENT, AS LISTED**

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

1. That this Board, at a meeting heretofore held on the 10th day of August, 1998, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Notice of Invitation to Bid for the following bids:

Bid #98-1006 - Five or more Tandem Tractors W/FifthWheel;

Bid #98-1007 - Six or more Tandem Axle Dumps;

Bid #98-1008 - Eleven or more Single Axle Dumps;

Bid #98-1009 - Four or more Tandem Dump Trailers;

Bid #98-1010 - Two or more LowBoy Trailers (Minimum 25 ton);

Bid #98-1011 - Two or more Diesel Front Cut Mowers .

2. That as directed in the aforesaid Order, said Notice of Invitation to Bid was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one (1) year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Notice was published on the 12th and 17th days of September 1998.

3. That publication of said notice has been made once each week for two (2) consecutive weeks, the last of which was at least seven (7) working days prior to October 9, 1998, the day fixed for receiving said bids in the Order identified in paragraph (1) thereof, said Proof of Publication being in the following form, words, and

MINUTE BOOK BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI NOVEMBER 1998 TERM

figures, to-wit:

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared [Signature] 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:

- Sun Herald Vol. 114 No. 347 dated 12 day of Sep, 1998
- Sun Herald Vol. 114 No. 352 dated 17 day of Sep, 1998
- _____ Paper _____ Vol. _____ No. _____ dated _____ day of _____, 19____
- _____ Paper _____ Vol. _____ No. _____ dated _____ day of _____, 19____
- _____ Paper _____ Vol. _____ No. _____ dated _____ day of _____, 19____
- _____ Paper _____ Vol. _____ No. _____ dated _____ day of _____, 19____
- _____ Paper _____ Vol. _____ No. _____ dated _____ day of _____, 19____

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.

[Signature]
Clerk

Sworn to and subscribed before me this 22 day of

September, A.D., 1998

VERA ELAINE MILLS
NOTARY PUBLIC
State of Mississippi

[Signature]
Notary Public

My Commission Expires on April 28, 2001

Printer's Fee \$ _____

Furnishing proof of publication \$ _____

TOTAL \$ _____

NOTICE OF INVITATION TO BID
Sealed bids will be accepted by the Board of Supervisors of Harrison County, Mississippi, at the Board Meeting Room in the First Judicial District Courthouse in Gulfport, Mississippi, until the hour of 10:30 o'clock A.M., on October 9, 1998, for the purchase by Harrison County the following:
Bid #98-1006 FIVE OR MORE TANDEM TRACTORS W/ FIFTH WHEEL
Bid #98-1007 SIX OR MORE TANDEM AXLE DUMPS
Bid #98-1008 ELEVEN OR MORE SINGLE AXLE DUMPS
Bid #98-1009 FOUR OR MORE TANDEM DUMP TRAILERS
Bid #98-1010 TWO OR MORE (MINIMUM 25 TON) LOWBOY TRAILERS
BID #98-1011 TWO OR MORE DIESEL FRONT CUT MOWERS

Specifications and bid forms for Bid #98-1006 THRU #98-1011, listed above may be obtained from the Harrison County Purchasing Department, located on the first floor of the First Judicial District Courthouse at 1801-23rd Avenue, Gulfport, Mississippi 39502, telephone number (228)865-4028. Technical questions that are not addressed in the specifications should be directed to Mr. Terry Braddock, Harrison County Road Manager, office telephone number (228)832-6309.

All Bids must be on file with the Clerk of the Board. 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 October 9, 1998. Envelopes not so marked are submitted at the risk of the Bidder and the County assumes no responsibility for the premature opening of same by any County Employee. Bids sent through the U.S. Mail are done 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 that arrive in the mail after the designated opening time. Bids may be delivered in person to the Harrison County Purchasing Department located on the first floor of the First Judicial District Courthouse, 1801-23rd Avenue, Gulfport, Mississippi, until 5:00 P.M., on October 8, 1998, or to the Board of Supervisors meeting room in the First Judicial District Courthouse in Gulfport, Mississippi, on October 9, 1998, prior to the opening time listed above. The Board of Supervisors will meet at the time and in the place stated first above in this Notice and will then and there open, read aloud, consider and take such action as the Board may then determine on bids received in accordance with this Notice. The Board reserves the right to reject any and all bids and to waive informalities. By Order of the Harrison County Board of Supervisors, Item #98-1006 thru #98-1011 were adopted on August 10, 1998.

John McAdams
CLERK, Board of Supervisors
By: Frances City, D.C.
K-4, adv. 128.17 205796

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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4. That bids were received at the time and place and in the manner provided in said Notice of Invitation to Bid; and at a meeting of this Board on November 2, 1998, this Board acknowledged receipt of the following bids:

Bid No. 98-1006 - FIVE OR MORE TANDEM TRACTORS W/FIFTH WHEEL:

TABULATION SHEET FOR BID #98-1006
FIVE OR MORE TANDEM TRACTORS W/FIFTH WHEEL

BIDDER	YEAR & MODEL	PRICE
Ward International Truck Co, Inc.	1999 International Model 9900 SFA 6x4 Cab Chassis	Option 1 - Cash \$62,999.00
		Option 2 - Lease Purchase
McMullan Equipment Company	1999 International Model 9900 SFA 6x4 Cab Chassis	Option 1 - Cash \$63,468.16
		Option 2 - Lease Purchase
Sunbelt International Inc.	1999 International Model 9900 SFA 6x4 Cab Chassis	Option 1 - Cash \$63,677.70
		Option 2 - Lease Purchase
Truck Center Inc.	1999 International Model 9900 SFA 6x4 Cab Chassis	Option 1 - Cash \$64,759.73
		Option 2 - Lease Purchase
Empire Truck Sales	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
Equipment Incorporated	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
Gulf Coast Truck & Equipment Co.	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: INTERNATIONAL 9900 AS PER YOUR SPEC'S
3. Delivery Schedule: 120 to 150 days from order
4. Warranty: ENGINE 5/500,000 TRANS 2/UNLIMITED RENEWABLE 5/750,000
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: ROCKING C TRUCK & TRAILER

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A.	Option 1 - Bid - Cash Bid Price	\$	<u>62,999.99</u>	each
	***Less discount if awarded all truck bids \$ <u>62,999.99</u>			
B.	Option 2 - Lease Purchase for sixty (60) months		<u>Lease payments by</u>	
	Bid Initial Payment	\$	<u>C.I.T. based on Date</u>	
	Semi-Annual Payment	\$	<u>AND RATE AT Funding.</u>	
	Final Payment	\$	_____	
	Total Cost to the County	\$	_____	
	Interest Rate	\$	_____	%APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10-08-98

VENDOR: Ward International Trucks, Inc.

SIGNED BY (NAME & TITLE): Chip Russell

ADDRESS: 1916 2ND. ST. #4 Gulfport, MS. 39501

TELEPHONE: 228-822-2642 FAX: 228-214-9852

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

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BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: International 9900 6X4
3. Delivery Schedule: 365-395 Days
4. Warranty: Base Warranty 1 year/100,000 Miles ; Engine 5 year/500,000 Miles ; Drivetrain 3 year/300,000 Miles (See Attached for details)
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: McMullan Equipment
401 Broadway Dr Hattiesburg, MS 39401 also at Rocking C
1919 28th St Gulfport, MS 30502
 The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.
6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A.	Option 1 - Bid - Cash Bid Price	\$	<u>63,493.16</u>	each
	***Less discount if awarded all truck bids	\$	<u>63,468.16</u>	
B.	Option 2 - Lease Purchase for sixty (60) months			
	Bid Initial Payment	\$	<u>7,062.88</u>	
	Semi-Annual Payment	\$	<u>7,062.88</u>	
	Final Payment	\$	<u>7,062.88</u>	
	Total Cost to the County	\$	<u>70,628.80</u>	each
	Interest Rate	\$	<u>4.9</u>	%APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10/8/98

VENDOR: McMullan Equipment

SIGNED BY (NAME & TITLE) CB Count Charles Everitt/ Sales

ADDRESS: 401 Broadway Dr Hattiesburg, MS 30401

TELEPHONE: (601)544-2430 FAX: (601)544-5282

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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: International Model 9900
3. Delivery Schedule: May 1999
4. Warranty: Basic 12 mos - See attached for other
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: Rocking C Truck Sales Gulfport, Ms.

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A. Option 1 - Bid - Cash Bid Price \$ 63677.70 each

***Less discount if awarded all truck bids \$ - 0 -

B. Option 2 - Lease Purchase for sixty (60) months

Bid Initial Payment \$ 7083.41

Semi-Annual Payment \$ 7083.41

Final Payment \$ 7083.41

Total Cost to the County \$ See Attached

Interest Rate \$ 4.90 %APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10/2/98

VENDOR: Sunbelt International Inc.

SIGNED BY (NAME & TITLE) Roger Stegall Sales Coordinator

ADDRESS: 412 Highway 49 S. Jackson, MS 39288

TELEPHONE: 1-800-876-2348 FAX: 601-932-3406

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

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: International
9900 SFA 6x4
3. Delivery Schedule: 180 Days ARO
4. Warranty: 12 months / 100,000 miles
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: Tupelo, MS

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A. Option 1 - Bid - Cash Bid Price \$ 64,759⁷³ each
 ***Less discount if awarded all truck bids \$ - 0 -

B. Option 2 - Lease Purchase for sixty (60) months

Bid Initial Payment	\$	<u>No bid</u>
Semi-Annual Payment	\$	<u>No bid</u>
Final Payment	\$	<u>No bid</u>
Total Cost to the County	\$	<u>No bid</u>
Interest Rate	\$	<u>No bid</u> %APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10-8-98

VENDOR: Truck Center, Inc.

SIGNED BY (NAME & TITLE): Jimmy Keller - Cont. Sales

ADDRESS: P.O. Drawer 529 Tupelo, MS 38802

TELEPHONE: 601-842-3401 FAX: 601-842-0172

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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

The following bids were received for BID NO. 98-1007 - SIX OR
 MORE TANDEM AXLE DUMPS:

TABULATION SHEET FOR BID #98-1007
SIX OR MORE TANDEM AXLE DUMPS

BIDDER	YEAR & MODEL	PRICE
Ward International Truck Co, Inc.	1999 International Model 2574 6x4 Cab w/Warren Dump Body	Option 1 - Cash \$61,999.00
		Option 2 - Lease Purchase
McMullan Equipment Company	1999 International Model 2574 6x4 Cab w/Warren Dump Body	Option 1 - Cash \$62,634.50
		Option 2 - Lease Purchase
Sunbelt International Inc.	1999 International Model 2574 6x4 Cab w/Allied Dump Body	Option 1 - Cash \$62,771.57
		Option 2 - Lease Purchase
Truck Center Inc.	1999 International Model 2574 6x4 Cab w/Warren Dump Body	Option 1 - Cash \$63,634.28
		Option 2 - Lease Purchase
Empire Truck Sales	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
Equipment Incorporated	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
Gulf Coast Truck & Equipment Co.	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: INTERNAT'L 2574
with Warren Body per your specification
3. Delivery Schedule: 120-150 days from receipt of order
4. Warranty: Body 1/100,000 GNS. 5/500,000 TRANS. 2yr Per Mile
5/500,000
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: Rocking C Tractor
9 Tractor

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

- | | | | |
|----|---|---|------|
| A. | Option 1 - Bid - Cash Bid Price | \$ <u>61,999.00</u> | each |
| | ***Less discount if awarded all truck bids\$ | <u>61,999.00</u> | |
| B. | Option 2 - Lease Purchase for sixty (60) months | <u>To Be Determined</u>
<u>by C.I.T.</u> | |
| | Bid Initial Payment | \$ _____ | |
| | Semi-Annual Payment | \$ _____ | |
| | Final Payment | \$ _____ | |
| | Total Cost to the County | \$ _____ | |
| | Interest Rate | \$ _____ | %APR |

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10-08-98

VENDOR: Ward International Trucks, Inc.

SIGNED BY (NAME & TITLE) Ray Kinnel Sales Agent

ADDRESS: 1916 2nd St. #4 Gulfport, Mo.

TELEPHONE: 228-822-2642 FAX: 228-214-9852

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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: International 2574 6X4 with a Warren Dump Body (MSP651-13) installed
3. Delivery Schedule: 210-240 Days
4. Warranty: Base Warranty 1 year/ 50,000 Miles ; Engine 5year/ 500,000 mile;
Drivetrain 3year/300,000 Miles (See Attached)
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: McMullan Equipment
401 Broadway Dr Hattiesburg, MS 39401 also at Rocking C
1919 28th St Gulfport, MS 39502
 The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.
6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A. Option 1 - Bid - Cash Bid Price \$ 62,659.50 each

***Less discount if awarded all truck bids \$ 62,634.50

B. Option 2 - Lease Purchase for sixty (60) months

Bid Initial Payment \$ 6,970.14

Semi-Annual Payment \$ 6,970.14

Final Payment \$ 6,970.14

Total Cost to the County \$ 69,701.40 each

Interest Rate \$ 4.9 %APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10/8/98

VENDOR: McMullan Equipment

SIGNED BY (NAME & TITLE) Charles Everitt / Sales

ADDRESS: 401 Broadway Dr Hattiesburg, MS 39401

TELEPHONE: (601)544-2430 FAX: (601)544-5282

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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: International Model 2577
3. Delivery Schedule: March 1999
4. Warranty: 12 mos Basic See attached for other
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located:
Rocking L Truck Sales Gulfport, MS
 The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.
6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A.	Option 1 - Bid - Cash Bid Price	\$	<u>62771.57</u>	each
	***Less discount if awarded all truck bids\$		<u>0 -</u>	
B.	Option 2 - Lease Purchase for sixty (60) months			
	Bid Initial Payment	\$	<u>6982.61</u>	
	Semi-Annual Payment	\$	<u>6982.61</u>	
	Final Payment	\$	<u>6982.61</u>	
	Total Cost to the County	\$	<u>See attached</u>	
	Interest Rate	\$	<u>4.90</u>	%APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10/7/98
 VENDOR: Sunkelt International Inc
 SIGNED BY (NAME & TITLE): Roger Stegall Sales Coordination
 ADDRESS: 412 Highway 49 S. Jackson, MS 39288
 TELEPHONE: 1-800-876-2348 FAX: 601-932-3406
 PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #98-1007 TO BE OPENED OCTOBER 9, 1998

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: International
2574 6x4 w/Warren MSF 651 Dump Body
3. Delivery Schedule: 210 Days ARO
4. Warranty: 12 months / unlimited miles
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: Tupelo, MS

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A. Option 1 - Bid - Cash Bid Price \$ 63,634²⁸ each
 ***Less discount if awarded all truck bids \$ - 0 -

B. Option 2 - Lease Purchase for sixty (60) months

Bid Initial Payment	\$	<u>NO bid</u>	
Semi-Annual Payment	\$	<u>NO bid</u>	
Final Payment	\$	<u>NO bid</u>	
Total Cost to the County	\$	<u>NO bid</u>	
Interest Rate	\$	<u>NO bid</u>	%APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10-8-98
 VENDOR: Truck Center, Inc
 SIGNED BY (NAME & TITLE): Jimmy Baker - Govt. Sales
 ADDRESS: P.O. Drawer 529 Tupelo, MS 38802
 TELEPHONE: 601-842-3401 FAX: 601-842-0172
 PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

The following bids were received for BID NO. 98-1008 - ELEVEN OR MORE SINGLE AXLE DUMPS:

TABULATION SHEET FOR BID #98-1008
ELEVEN OR MORE SINGLE AXLE DUMPS

BIDDER	YEAR & MODEL	PRICE
Ward International Truck Co, Inc.	1999 International Model 4700 4x2 Cab w/Warren Dump Body	Option 1 - Cash \$41,799.50
		Option 2 - Lease Purchase
McMullan Equipment Company	199 International Model 4700 4x2 Cab w/Warren Dump Body	Option 1 - Cash \$42,000.26
		Option 2 - Lease Purchase
Sunbelt International Inc.	1999 International Model 4700 4x2 Cab w/Warren Dump Body	Option 1 - Cash \$41,715.90
		Option 2 - Lease Purchase
Truck Center Inc.	1999 International Model 4700 4x2 Cab w/Warren Dump Body	Option 1 - Cash \$40,095.06
		Option 2 - Lease Purchase
Empire Truck Sales	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
Equipment Incorporated	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
Gulf Coast Truck & Equipment Co.	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: INTERNAT'L 4700 w/ Warner Body per your specifications
3. Delivery Schedule: 120 to 150 days from date of order
4. Warranty: 240 Unlimited Mileage Engine TRANS & Rear Axle or 3 years 150,000 on the engine
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: Rocking C Tractor & Trailer 28th St Gulfport, Mo.

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required

A. Option 1 - Bid - Cash Bid Price 1 to 4 \$ 42,799.50 each

***Less discount if awarded all truck bids \$ 5 or more 41,799.50

B. Option 2 - Lease Purchase for sixty (60) months

Bid Initial Payment \$ _____

Semi-Annual Payment \$ _____

Final Payment \$ _____

Total Cost to the County \$ _____

Interest Rate \$ _____ %APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10-08-98

VENDOR: WARD INTERNAT'L TRUCKS, INC.

SIGNED BY (NAME & TITLE) Chg. Treasurer Sales Agent

ADDRESS: 1916 2ND St. #4 Gulfport, Mo. 39501

TELEPHONE: 228-822-2542 FAX: 228-241-9852

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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: International 4700 4X2 with a Warren Dump body (F451-10-6/7) installed
3. Delivery Schedule: 90-120 days
4. Warranty: 1 year/unlimited base chassis; 3 year/150,000 mile engine; 2 year/unlimited mile drivetrain (see attached for details)
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: McMullan Equipment 401 Broadway Dr Hattiesburg, MS 39401 also available at Rocking C 1919 28th St Gulfport, MS39502
The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.
6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A. Option 1 - Bid - Cash Bid Price \$ 42,024.26 * each
 ***Less discount if awarded all truck bids \$ 42,000.26 *

*Does Not include optional Air Tailgate on Body

B. Option 2 - Lease Purchase for sixty (60) months

Bid Initial Payment \$ 4,674.71

Semi-Annual Payment \$ 4,674.71

Final Payment \$ 4,674.71

Total Cost to the County \$ 46,747.10 * each

Interest Rate \$ 4.9 %APR

*Does Not include optional Air Tailgate on Body

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10/8/98

VENDOR: McMullan Equipment

SIGNED BY (NAME & TITLE) Charles Everitt Charles Everitt/ Sales

ADDRESS: 401 Broadway Dr Hattiesburg, MS 39401

TELEPHONE: (601)544-2430 FAX: (601)544-5282

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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

BID: _____

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
 2. Manufacturer's name, model identification for equipment offered: International Model 4700
 3. Delivery Schedule: Feb 1998
 4. Warranty: 12 mos Basic - See Attached for other
 5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: Rocking C Truck Sales Gulfport, Ms
- The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.
6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
 7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A. Option 1 - Bid - Cash Bid Price \$ 41715.90 each
 ***Less discount if awarded all truck bids \$ - 0 -

B. Option 2 - Lease Purchase for sixty (60) months

Bid Initial Payment	\$	<u>4640.41</u>
Semi-Annual Payment	\$	<u>4640.41</u>
Final Payment	\$	<u>4640.41</u>
Total Cost to the County	\$	<u>See Attached</u>
Interest Rate	\$	<u>4.90</u> %APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10/7/98
 VENDOR: Sunbelt International Inc.
 SIGNED BY (NAME & TITLE): Roger Stegall Sales Coordinator
 ADDRESS: 412 Highway 49 South Jackson, Ms 39288
 TELEPHONE: 1-800-876-2348 FAX: 601-932-3406
 PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #98-1008 TO BE OPENED OCTOBER 9, 1998

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: International -
4700 w/ Warren F451 Dump Body
3. Delivery Schedule: 90 Days ARO
4. Warranty: 12 months/unlimited miles
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: Tupelo, Ms.

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment. Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A.	Option 1 - Bid - Cash Bid Price	\$	<u>40,095⁰⁶</u>	each
	***Less discount if awarded all truck bids\$		<u>- 0 -</u>	
B.	Option 2 - Lease Purchase for sixty (60) months			
	Bid Initial Payment	\$	<u>NO bid</u>	
	Semi-Annual Payment	\$	<u>NO bid</u>	
	Final Payment	\$	<u>NO bid</u>	
	Total Cost to the County	\$	<u>NO bid</u>	
	Interest Rate	\$	<u>NO bid</u>	%APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10-8-98
 VENDOR: Truck Center, Inc.
 SIGNED BY (NAME & TITLE): Jimmy Rollins - Govt. Sales
 ADDRESS: P.O. Drawer 529 Tupelo MS 38802
 TELEPHONE: 601-842-3401 FAX: 601-842-0172
 PLEASE SUBMIT YOUR BID ON THIS BID FORM. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

BID #98-1008 TO BE OPENED OCTOBER 9, 1998

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

The following bids were received for BID NO. 98-1009 - FOUR OR MORE TANDEM DUMP TRAILERS:

TABULATION SHEET FOR BID #98-1009
FOUR OR MORE TANDEM DUMP TRAILERS

BIDDER	YEAR & MODEL	PRICE
Palmer Machine Works, Inc.	Palmer Model No. TA22 Frameless Trailer	Option 1 - Cash \$18,904.28
		Option 2 - Lease Purchase
Warren Incorporated	Warren Model No. SFS2248 Tandem End Trailer	Option 1 - Cash \$18,900.00
		Option 2 - Lease Purchase
Equipment Incorporated	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
Gulf Coast Truck & Equipment Co.	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: PALMER - MODEL NO.: TA22 - FRAMELESS
3. Delivery Schedule: 90 Days After Receipt of Purchase Order
4. Warranty: Copy Enclosed
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: Amory, MS

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A.	Option 1 - Bid - Cash Bid Price	\$ <u>18,904.28</u>	each
B.	Option 2 - Lease Purchase for sixty (60) months		
	Bid Initial Payment	\$ _____	
	Semi-Annual Payment	\$ _____	
	Final Payment	\$ _____	
	Total Cost to the County	\$ _____	
	Interest Rate	\$ _____	%APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: October 2, 1998

VENDOR: PALMER MACHINE WORKS, INC.

SIGNED BY (NAME & TITLE) *Jean Holly Davis*

ADDRESS: P.O. DRAWER 359, AMORY, MS 38821

TELEPHONE: 601-256-2636 FAX: 601-256-5624

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

BID #98-1009 TO BE OPENED OCTOBER 9, 1998

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

G

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: WARREN MODEL SES2248
STEEL FRAME TANDEM END DUMP TRAILER
3. Delivery Schedule: 60-90 DAYS ARO
4. Warranty: 12 MONTHS
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: WARREN, INC., 707 N. FIR AVE., COLLINS, MS 39428

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A.	Option 1 - Bid - Cash Bid Price	\$	<u>18,900.00</u>	each
B.	Option 2 - Lease Purchase for sixty (60) months			
	Bid Initial Payment	\$	<u>*****</u>	
	Semi-Annual Payment	\$	<u> </u>	
	Final Payment	\$	<u> </u>	
	Total Cost to the County	\$	<u>*****</u>	
	Interest Rate	\$	<u> </u>	%APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10-6-98

VENDOR: WARREN, INC., P.O. BOX 1719, COLLINS, MS 39428

SIGNED BY (NAME & TITLE) Cindy Slade CINDY SLADE, DIRECT SALES COORDINATOR

ADDRESS: 707 N. FIR AVE., COLLINS, MS 39428

TELEPHONE: (601) 765-8221 FAX: (601) 765-4554

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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

The following bids were received for BID NO. 98-1010 - TWO OR MORE (MINIMUM 25 TON) LOWBOY TRAILERS:

TABULATION SHEET FOR BID #98-1010
TWO OR MORE (MINIMUM 25 TON) LOWBOY TRAILERS

BIDDER	YEAR & MODEL	PRICE
Magnolia Trailers Inc.	Magnolia 35 Ton Lowboy Trailer	Option 1 - Cash \$17,200.00
		Option 2 - Lease Purchase
Trailboss Trailers Inc.	Trailboss Model No. KR29DTA Lowboy Trailer	Option 1 - Cash \$16,680.00
		Option 2 - Lease Purchase
Equipment Incorporated	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
Gulf Coast Truck & Equipment Co.	No Bid	Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase
		Option 1 - Cash
		Option 2 - Lease Purchase

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: MAGNOLIA 35 TON LOWBOY.
3. Delivery Schedule: ONE (1) TRAILER-SIXTY (60) DAYS. TWO (2) TRAILERS-75 DAYS.
4. Warranty: THREE (3) YEAR FRAME WARRANTY.
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: LUCEDALE, MS
GEORGE COUNTY

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A.	Option 1 - Bid - Cash Bid Price	\$ <u>17,200.00</u>	each
	TOTAL:	\$ <u>34,400.00</u>	
B.	Option 2 - Lease Purchase for sixty (60) months		
	Bid Initial Payment	\$ <u>N/A</u>	
	Semi-Annual Payment	\$ <u>N/A</u>	
	Final Payment	\$ <u>N/A</u>	
	Total Cost to the County	\$ <u>N/A</u>	
	Interest Rate	\$ <u>N/A</u>	%APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: OCTOBER 05, 1998VENDOR: MAGNOLIA TRAILERS, INC.SIGNED BY (NAME & TITLE): *Gordon Fryfogle* GORDON FRYFOGLE, SALES MANAGERADDRESS: P. O. BOX 1146
144 AIRPORT CAFE CIRCLE, LUCEDALE, MS 39452TELEPHONE: (601)947-7990FAX: (601)947-4900

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

BID #98-1010 TO BE OPENED OCTOBER 9, 1998

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, model identification for equipment offered: Trailboss Trailers, Inc.
Model# KR29DIA
3. Delivery Schedule: Forty-five (45) days after confirmation of purchase
4. Warranty: One Year Limited Warranty
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: Rt. 1, Box 147, Macon, MS 39341

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A.	Option 1 - Bid - Cash Bid Price	\$ <u>16,680.00</u>	each
B.	Option 2 - Lease Purchase for sixty (60) months		
	Bid Initial Payment	\$ _____	
	Semi-Annual Payment	\$ _____	
	Final Payment	\$ _____	
	Total Cost to the County	\$ _____	
	Interest Rate	\$ _____	%APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: September 23, 1998

VENDOR: Trailboss Trailers, Inc.

SIGNED BY (NAME & TITLE): David Higginbotham Salesman

ADDRESS: Rt. 1, Box 147, Macon, MS 39341

TELEPHONE: 601-726-5666 FAX: 601-726-5815

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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

The following bids were received for BID NO. 98-1011 - TWO OR
 MORE DIESEL FRONT CUT MOWERS:

TABULATION SHEET FOR BID #98-1011
TWO OR MORE DIESEL FRONT CUT MOWERS

BIDDER	MFG. /MODEL & YEAR	BID PRICE PER BOOK
Crain Ford Tractor Sales Inc.	Kubota	
	Model no. F2560E Front Cut Mower	\$12,055.00
Pierce Sales & Rentals Inc.	John Deere Model F935 Front Cut Mower	\$13,000.00
Equipment Incorporated	No Bid	
Gulf Coast Truck & Equipment Co.	No Bid	

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, identification and model year for equipment offered: Kubota Diesel Front Mower, Model No. F2560E
3. Delivery Schedule: 30 to 90 Days of Receipt of Purchase Order
4. Warranty: Basic Warranty 24 Months, Powertrain Warranty 36 Months
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: Columbia, MS

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A.	Option 1 - Bid - Cash Bid Price	\$	<u>12,055.00</u>	each
	Total for 2 Mowers \$24,110.00			
B.	Option 2 - Lease Purchase for sixty (60) months			
	Bid Initial Payment	\$	<u>2670.15</u>	
	Semi-Annual Payment	\$	<u>2670.15</u>	
	Final Payment	\$	<u>2670.15</u>	
	Total Cost to the County	\$	<u>26701.50</u>	
	Interest Rate	\$	<u>4.69</u>	%APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: September 29, 1998

VENDOR: Crain Ford Tractor Sales, Inc.

SIGNED BY (NAME & TITLE) Keith Ramsho

ADDRESS: P. O. Box 88, Columbia, MS 39429

TELEPHONE: 601-736-4527 FAX: 601-736-5212

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

BID #98-1011 TO BE OPENED OCTOBER 9, 1998

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

BID:

1. Bid price includes delivery to Harrison County, MS dealer preparation, title application and state inspection fees. Bid price is requested to be firm for sixty (60) days from bid opening date as shown in the IFB Notice.
2. Manufacturer's name, identification and model year for equipment offered: John Deere F935 1998
3. Delivery Schedule: 2 Weeks
4. Warranty: 24 months
5. Bidders place of business, if located someplace other than Harrison County, MS, the geographical location of full service, parts and the warranty shop is located: Pascagoula MS

The County reserves the right to inspect all maintenance facilities and will take into consideration their location and service/parts availability when awarding this bid.

6. TECHNICAL SPECIFICATIONS MUST BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY DISQUALIFY YOUR BID. TECHNICAL QUESTIONS NOT ADDRESSED IN THE SPECIFICATIONS SHOULD BE DIRECTED TO MR. TERRY BROADUS, HARRISON COUNTY ROAD MANAGER, AT HIS OFFICE ON LORRAINE ROAD, GULFPORT, MS 39503. OFFICE TELEPHONE (228) 832-6309
7. Method of payment: Special Conditions: It is the intent of these specifications to obtain bids, that will provide A, Option 1, a cash bid price, or B, Option 2, a lease purchase bid price for a period of sixty (60) months. Bidders offering the optional lease purchase pricing shall state the amount of each payment based on ten (10) equal payments and shall state the interest rate being charged. It shall be understood that any lease purchase contract offered will include a nonappropriation clause. The Harrison County Board of Supervisors shall reserve the right, as provided for in Section 37-7-13 Mississippi Code 1972, Annotated, to solicit third-party financing for this purchase. In such case, the financing will be based on the lowest cash bid price received meeting the specifications, and shall be based on the same terms as set forth in these specifications. That the terms of any lease purchase contract shall provided a transfer of title to the lessee upon receipt, by the lessor, of the final payment. There shall be no residual payment in excess of \$1 required.

A.	Option 1 - Bid - Cash Bid Price	\$ <u>\$13,000</u>	each
B.	Option 2 - Lease Purchase for sixty (60) months	<u>1 Unit</u>	<u>2 or more</u>
	Bid Initial Payment	\$ <u>1595.62</u>	<u>1494.87</u>
	Semi-Annual Payment	\$ <u>1595.62</u>	<u>1494.87</u>
	Final Payment	\$ <u>1596.62</u>	<u>1495.87</u>
	Total Cost to the County	\$ <u>15957.20</u>	<u>14949.70</u>
	Interest Rate	\$ <u>9.75</u>	<u>6.5</u> %APR

I CERTIFY THE EQUIPMENT BEING OFFERED MEETS OR EXCEEDS THE SPECIFICATIONS.

DATE: 10-8-98

VENDOR: Pierce Sales & Rentals, Inc.

SIGNED BY (NAME & TITLE): Mark Taylor President

ADDRESS: 11308 HWY 613 Pascagoula, MS 39581

TELEPHONE: 228-474-1281 FAX: 228-475-3004

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

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5. The Board does hereby find that the bid of Ward International Truck Co., Inc., in the total amount of THREE HUNDRED FOURTEEN THOUSAND NINE HUNDRED NINETY-NINE AND 95/100 DOLLARS (\$314,999.95) is the lowest bid meeting specifications and, therefore, the best received for Bid No. 98-1006, for the purchase of five (5) 1999 International Cab Chassis, and that said bid is reasonable and fair and should be accepted.

6. The Board does further find that the bid of Ward International Truck Co., Inc., in the total amount of THREE HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED NINETY-FOUR AND 00/100 DOLLARS (\$371,994.00) is the lowest bid meeting specifications and, therefore, the best received for Bid No. 98-1007, for six (6) 1999 International Cabs w/ Warren Dump Body, and that said bid is reasonable and fair and should be accepted.

7. The Board does further find that the bid of Truck Center, Inc., in the total amount of TWO HUNDRED EIGHTY THOUSAND SIX HUNDRED SIXTY-FIVE AND 42/100 DOLLARS (\$280,665.42) is the lowest bid meeting specifications and, therefore, the best received for Bid No. 98-1008, for seven (7) 1999 International Cabs w/ Warren Dump Body, and that said bid is reasonable and fair and should be accepted.

8. The Board does further find that the Bid of Warren, Incorporated, in the total amount of SEVENTY-FIVE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$75,600.00) is the lowest bid meeting specifications and, therefore, the best received for Bid No. 98-1009, for four (4) Warren Model SFS 2248 Tandem Trailers, and that said bid is reasonable and fair and should be accepted.

9. The Board does further reject all bids on Bid No. 98-1011, two or more lowboy trailers.

10. The Board does further find that the bid of Crain Ford

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Tractor Sales in the total amount of TWENTY-FOUR THOUSAND ONE HUNDRED TEN AND 00/100 DOLLARS (\$24,110.00) is the lowest bid meeting specifications, and therefore, the best received for Bid No. 98-1011, for two (2) Kubota F2560E front-cut mowers , and that said bid is fair and reasonable and should be accepted.

The grand total for all equipment to be purchased is ONE MILLION SIXTY-SEVEN THOUSAND THREE HUNDRED SIXTY-NINE AND 37/100 DOLLARS (\$1,067,369.37).

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of Ward International Truck Co., at and for a consideration of THREE HUNDRED FOURTEEN THOUSAND NINE HUNDRED NINETY-NINE AND 95/100 DOLLARS (\$314,999.95) be, and the same is HEREBY ACCEPTED for Bid No. 98-1006. It is further,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of Ward International Truck Co., at and for a consideration of THREE HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED NINETY-FOUR AND 00/100 DOLLARS (\$371,994.00) be, and the same is HEREBY ACCEPTED for Bid No. 98-1007. It is further,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of Truck Center, Inc., at and for a consideration of TWO HUNDRED EIGHTY THOUSAND SIX HUNDRED SIXTY-FIVE AND 42/100 DOLLARS (\$280,665.42) be, and the same is HEREBY ACCEPTED for Bid No. 98-1008. It is further,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of Warren, Incorporated, at and for a consideration of SEVENTY-FIVE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$75,600.00) be, and the same is HEREBY ACCEPTED for Bid No. 98-1009. It is further,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,

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MISSISSIPPI, that all bids are HEREBY REJECTED on Bid No. 98-1010. It is further,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of Crain Ford Tractor Sales, at and for a consideration of TWENTY-FOUR THOUSAND, ONE HUNDRED TEN AND 00/100 DOLLARS (\$24,110.00) be, and the same is HEREBY ACCEPTED for Bid No. 98-1011.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER AUTHORIZING THE ADVERTISEMENT OF
NOTICE OF INVITATION FOR BIDS FOR
PURCHASE OF FIVE (5) OR MORE IMAGING
WORKSTATIONS, TWO (2) OR MORE HIGH
VOLUME SCANNERS, AND THREE (3) OR MORE
LOW VOLUME SCANNERS TO BE USED IN THE
UNIFIED COURT COMPUTER INFORMATION
SYSTEM**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the advertisement of Notice of Invitation for bids for purchase of five (5) or more Imaging Workstations, two (2) or more High Volume Scanners, and three (3) or more Low Volume Scanners to be used in the Unified Court Computer Information System.

Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

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

**ORDER AUTHORIZING EMPLOYMENT OF ALBERT
 NECAISE, ATTORNEY, TO REPRESENT THE
 SHERIFF IN THE MATTER OF DONALD NEWSOME
 VS JOE PRICE, SHERIFF, DR. EDMUND CRANE, AND
 NURSE JACKIE NEELY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY AUTHORIZE the employment of
 Albert Necaie, Attorney, to represent the Sheriff in the matter of
*Donald Newsome vs Joe Price, Sheriff, Dr. Edmund Crane, and Nurse
 Jackie Neely (CA Number 1:98CV347RR).*

Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt
 the above and foregoing Order, whereupon the President put the
 question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.


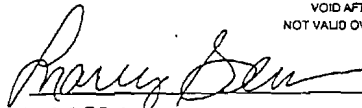
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following
Order:

**ORDER ACKNOWLEDGING RECEIPT OF A CHECK
FROM THE U.S. DEPARTMENT OF JUSTICE,
CHECK NUMBER 321 IN THE AMOUNT OF
\$3,105.90**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of a
check from the U.S. Department of Justice, Check Number 321 in the
amount of \$3,105.90, for deposit in the proper account, a copy of said
check being as follows, to-wit:

	 <p>U.S. DEPARTMENT OF JUSTICE #321 DRUG ENFORCEMENT ADMINISTRATION NEW ORLEANS DIVISION PH. 504-840-1100</p>	<p>MELLON BANK, N.A. PITTSBURGH, PA 15258 60-160-433</p>	<p>32112452 321-12452</p>
		DATE	AMOUNT
		98/09/15	\$3,105.90
<p>PAY TO THE ORDER OF</p>	<p>THREE THOUSAND ONE HUNDRED FIVE 90/100 HARRISON COUNTY SHERIFF'S OFC P.O. BOX 1420 GULFPORT MS 39502</p>		<p>VOID AFTER 180 DAYS NOT VALID OVER \$5,000.00</p>
			
		<p>⑈32112452⑈ ⑆04330160⑆ 980915⑈</p>	

Security features included. Details on back.

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Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

- | | |
|---------------------------------------|-----|
| Supervisor BOBBY ELEUTERIUS voted | AYE |
| Supervisor LARRY BENEFIELD voted | AYE |
| Supervisor David V. LAROSA, SR. voted | AYE |
| Supervisor ROBIN ALFRED MIDCALF voted | AYE |
| Supervisor C. T. SWITZER, JR. voted | AYE |

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

This, the 2nd day of November, 1998.

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

**ORDER APPROVING CLAIMS DOCKET, AS PER
STATUTE**

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

FUND	DESCRIPTION	BEGINNING CLAIM	ENDING CLAIM
001	GENERAL COUNTY FUND	613	972
004	SHERIFF'S FORFEITURE FUND	2	3
005	WORTHLESS CHECK DIVISION	3	3
051	RSVP FEDERAL	12	14
105	HARRISON COUNTY DEVELOPMENT	2	2
112	GARBAGE FUND (OUTSIDE)	2	2
113	G/C JR. COLLEGE MAINTENANCE FUND	2	2
114	G/C JR. COLLEGE CAPITAL FUND	2	2
121	H/C FIRE DISTRICTS	53	60
122	STATE PORT AT GULFPORT	3	3
124	REG. AIRPORT AUTHORITY FUND	2	2
125	SPECIAL REAPPRAISAL FUND	11	13
126	ESCROW FUND	28	35
129	D'IBERVILLE W/S DISTRICT	2	2
130	P/C H/P WATER & SEWER DISTRICT	2	2
150	ROAD FUND	262	334
156	ROAD PROTECTION FUND	35	48
160	BRIDGE AND CULVERT FUND	23	32
370	G.O.BONDS, SERIES 1998	18	23
400	SHERIFF'S CANTEEN FUND	24	44

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FUND	DESCRIPTION	BEGINNING CLAIM	ENDING CLAIM
412	H/C WASTEWATER FUND	6	7
622	911 EMER. COMMUNICATIONS SYSTEM	3	3
651	JUDICIAL ASSESSMENTS CLEARING	10	10

Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

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

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

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

1. The Firm, in the amount of \$560.00, for services rendered on the Court System forms from 9/21-10/19/98 (Invoice #980085).
2. Knesal Engineering, in the amount of \$8,689.13, for Invoice No. 98-090, for services rendered on the Canal Road Sewer Project.
3. Haynes Electric Co., Inc., in the amount of \$32,820.50, for services rendered on the D'Iberville Recreation Facility (submitted by Moran Seymour & Associates, Inc.).
 - A. Invoice No. 9795-0806, in the amount of \$14,669.30,;
 - B. Invoice No. 9795-0713, in the amount of \$18,151.20.
4. Operational Support Services, in the amount of \$35,117.46, for Invoice No. 10798, for services rendered under the Law Enforcement Advisor Agreement.
5. Long Beach Water Management District Docket of Claims as listed:
 - A. E. Patrick Cassady & Associates, in the amount of \$1,600, for survey services on Canal 2-3;
 - B. E. Patrick Cassady & Associates, in the amount of \$285.00, for resurvey of parcel 53;
 - C. Cullifer & Associates, in the amount of \$300.00, for reviewing appraisal of parcels 41/57;
 - D. Cullifer & Associates, in the amount of \$300.00, for reviewing appraisal of parcel 42 (revised);

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- F. Everette E. Ladner & Associates, Inc., in the amount of \$600.00, for appraisals on parcels 41/57;
 - G. Everette E. Ladner & Associates, Inc., in the amount of \$600.00, for appraisal of parcel 42 (revised);
 - H. Stewart Sneed Hewes, Inc., in the amount of \$200.00, for commissioner's Bonds for Skinner & Wren;
 - I. John McAdams, Chancery Clerk, in the amount of \$4,925.00, for Just Compensation deposit (Chancery Court Cause No. 98-02474).
6. Cullifer & Associates, in the amount of \$1,750.00, for services rendered on the Canal Road Sewer Project.
7. Dukes, Dukes, Keating & Faneca, P.A., in the amount of \$19,867.37, for services rendered in the matters listed:
- A. \$5,496.00 for *Carr vs Harrison County Sheriff's Office*, Invoice #17226;
 - B. \$2,946.20, for *Ward vs Price, et al*, Invoice #98-17169;
 - C. \$1,616.28, for *Alexander vs Price, et al*, Invoice #17119;
 - D. \$1,144.15, for *Thompson vs Haden, Crane and Edrington*, Invoice #17246;
 - E. \$1,137.57, for *Roberts vs Price and Crane*, Invoice #17168;
 - F. \$918.48, for *Mitchell vs Harrison County, et al*, Invoice #17243;
 - G. \$880.70, for *Roberts vs Price and Crane*, Invoice #98-17170;
 - H. \$784.85, for *Arboleda vs Smith*, Invoice #17225;
 - I. \$694.46, for *Dagins vs Price, et al*, Invoice #17238;
 - J. \$566.65, for *Peyton vs Harmon, Seal and Wallace*, Invoice #17224;

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- K. \$542.14, for *Chaffin vs Benefield, et al*, Invoice #17239;
- L. \$528.20, for Landrum, deceased, Invoice #17242;
- M. \$513.72, for *LaCross vs Price*, Invoice #15906;
- N. \$468.95 for *Boone vs Price, et al*, Invoice #17245;
- O. \$459.36, for *Parker vs Price, et al*, Invoice #98-17230;
- P. \$394.80, for *Peyton vs Price, et al*, Invoice #17221;
- Q. \$336.55, for *Lipschitz vs Price, Harrison County, Fayard and Fidelity & Guaranty Company of Maryland*, Invoice #17241;
- R. \$293.06, for *Ainsworth vs Harrison County, Price and Fennell*, Invoice #17240;
- S. \$145.25, for *Hutton vs Price*, Invoice #98-17228.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPROVING REDEMPTION OF
ERRONEOUS TAX SALES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE redemption of the following erroneous tax sales, to-wit:

1. \$492.66, for parcel no. 0213J-04-001.000 (State Property);
2. \$489.41, for parcel no. 0808L-01-049.000 (County Property);
3. \$422.89, for parcel no. 0808L-01-050.000 (County Property);

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

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

**ORDER APPROVING PAYMENT OF
 COMPENSATION OF ELECTION COMMISSIONERS,
 CLERKS AND OTHER PERSONS FOR ELECTION TO
 BE HELD NOVEMBER 3, 1998, AS AUTHORIZED
 UNDER SECTION 23-15-227 OF THE MISSISSIPPI
 CODE OF 1972, AS AMENDED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY APPROVE payment of
 compensation of election commissioners, clerks, and other persons
 for election to be held November 3, 1998, as authorized under Section
 23-15-227 of the Mississippi Code of 1972, as amended.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

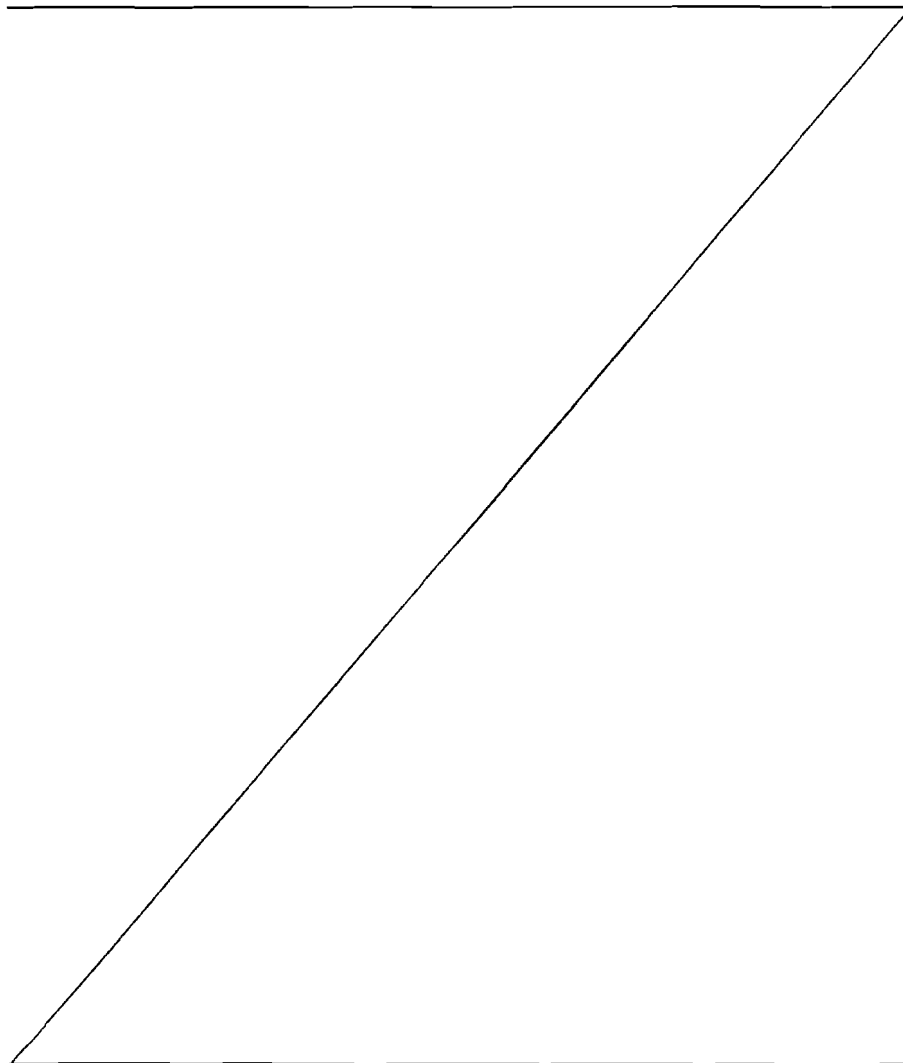
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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

ORDER AUTHORIZING THE SAND BEACH DEPARTMENT TO ORDER PARTS TO REPAIR THE BARBER SURF RAKES FROM SOLE SOURCE, LEE TRACTOR, IN THE AMOUNT OF \$62,368.89

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Sand Beach Department to order parts to repair the Barber Surf Rakes from sole source, Lee Tractor, in the amount of \$62,368.89, in accordance with the following:



REQUEST FOR QUOTE *THIS IS NOT AN ORDER*

ASSET: #1799-4800-6509-6510 MAKE: Barber-Surge-Rain MODEL: # 600-620HD Page 1 of 2	REQUEST FROM: HARRISON COUNTY BEACH DEPT. PHONE: (228) 896-0055 FAX: (228) 896-0059 842 COMMERCE STREET GULFPORT, MS 39507	DATE: _____ NAME OF PERSON MAKING REQUEST: James
---	---	--

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENSION	QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENSION
1281	504 F-1	TIRE	3.30	1437.20	8	50311	GREASE FITTING	10.94	87.52
42	516A	RET. BAR A	53.77	2258.34	10	503AA	SPROCKET	179.15	1791.50
42	516B	RET. BAR B	53.77	2258.34	1	536	SHAFT	203.23	203.23
42	512A	BACKING STRIP A	12.00	504.00	4	503T	KEY	.91	3.64
42	512B	BACKING STRIP B	12.00	504.00	10	503AH	BEARING	54.20	542.00
42	510A	CHANNEL A	56.33	2365.86	10	503ANA	GREASE FITTING	8.40	84.00
42	510B	CHANNEL B	56.33	2365.86	10	503BB	SPROCKET	153.12	1531.20
1568	504 M	WASHER	.15	235.20	10	535	SHAFT	83.06	830.60
1344	504 L	WASHER	.25	349.44	20	A549	ROLLER ASSEY	160.05	3201.00
120	504K	ANCHOR NUT	.94	1052.80	12	A514	SPROCKET ASSEY	241.54	2898.48
2	504C	LACING PIN	20.02	40.04	12	503VV	BEARING	62.05	744.60
8	504D	CHAIN COMPLETE	832.92	6663.36	12	503EF	SPROCKET	179.15	2149.80
8	404DA	CHAIN SEGMENT	30.12	240.96	4	518D	GASKET	24.91	99.64
8	404DB	CHAIN PIN	5.04	40.32	10	578AA	WING NUT	2.26	22.60
15	541	SKID SHOE	60.52	907.80	4	603E	SPROCKET	97.93	391.72
20	503KK	RETAINING RING	5.99	119.80	4	603D	BUSHING	26.73	106.92
8	503TT	BEARING	190.95	1527.60	4	503X	KEY	1.67	23.38

VENDOR REQUESTED: LEE TRACTOR ADDRESS: Biloxi PHONE #392-9922 FAX #392-8866	PERSON MAKING QUOTE: ATT: CHARLINE DATE OF QUOTE: _____
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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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REQUEST FOR QUOTE This is not an order

ASSET: #4199-480-6509-6510 MAKE: Barber Surf-Rake MODEL: # 600 HD : Page 2 of 2	REQUEST FROM: HARRISON COUNTY BEACH DEPT. PHONE: (228) 896-0055 0063 FAX: (228) 896-0059 842 COMMERCE STREET GULFPORT, MS 39507	DATE: _____ NAME OF PERSON MAKING REQUEST: James
--	--	--

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENSION	QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENSION
4	503 WH	SPROCKET w/bushing	57.66	230.64			SHIPPING →		500.00
4	503 WHK	Key	.67	2.68					
4	503 MHC	CHAIN	54.69	216.36					
4	503 MW-1	HAIF LINK	4.14	16.56					
4	503 MW-2	CONNECTING LINK	4.91	19.64					
8	545 C	FILTER Element	11.08	88.64					
6	545 MM	BREATHER	16.00	96.00	1	545 JJE	Cylinder		211.20
4	545 MM-1	PIN	5.08	20.32		545 JJA	adapter		6.75
4	523 FID	PIN	2.49	9.96					
1	545 JF-3	HYD. RAM							
1	545 JFC	HYD. CYLINDER			71	545 JJD	Cylinder		349.38
10	AS25 MLD	CHAIN ASSY.	152.00	1520.00	1	545 JJA	adapter		6.75
8	503T	BEARING	64.16	513.28					
8	525K	SPROCKET	53.69	429.52					
4	AS25 HD	BUCKET	1859.54	7438.36					
4	525 JB	BUCKET STOP	19.19	76.76					
2	AS27 GF	HUB SPINDLE ASSY.	166.49	332.98					
								Total	62368.89

VENDOR REQUESTED: Ace TRACTOR ADDRESS: Biloxi PHONE # 392-9922 FAX # 392-8866	PERSON MAKING QUOTE: ATT: CHARLIE DATE OF QUOTE: _____
---	---

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

ORDER APPROVING TRAVEL, AS LISTED

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

1. Tony Bond, Fire Service, to attend training course at the Mississippi State Fire Academy from June 21 - 25, 1999 (estimated cost - \$100.00).
2. Allow two members of the Harrison County Emergency Communications Commission to attend a 911 Reliability and Disaster Readiness Conference in Atlanta on December 3-4, 1998 (to be paid from 911 funds).
3. Brenda Barefoot and Melissa Pope, County Administrator's Office to attend BellSouth Major Client Association Meeting, November 5, 1998, in Raymond, Mississippi (estimated cost - \$150.00).
4. Gary Kistler, Chief, Saucier Fire Department, and Rick Murden, President, Woolmarket Fire Department, to attend Mid-Winter Fire Chief's Conference in Philadelphia, Mississippi, on January 14 - 16 (estimated cost - \$383.00).

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

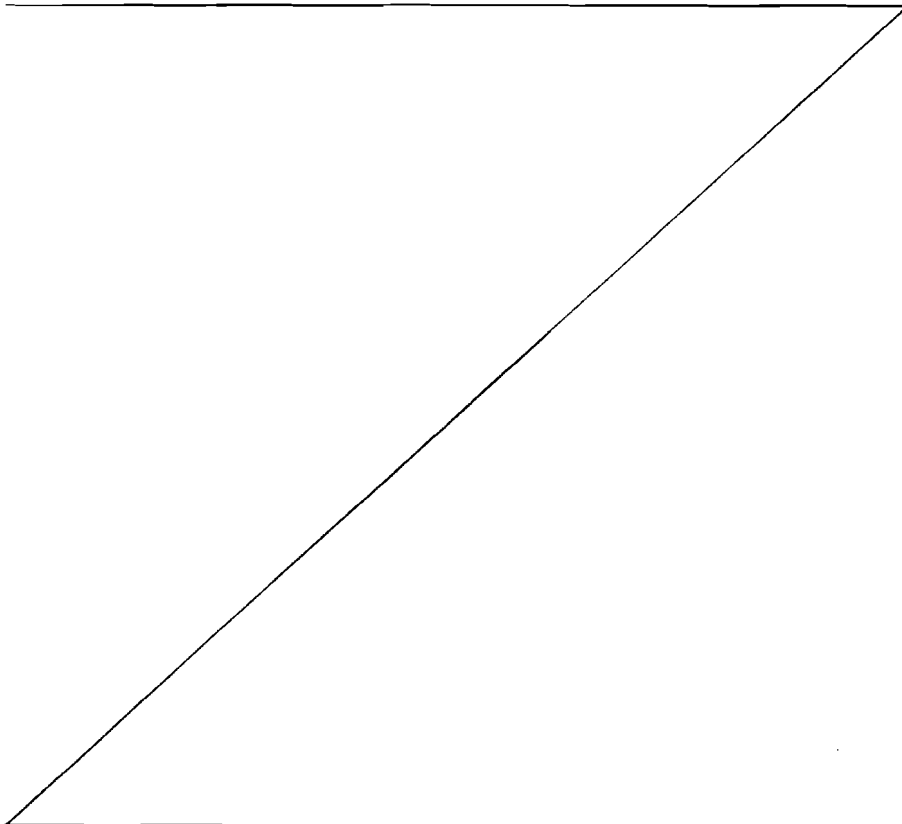
* * *

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

ORDER ACKNOWLEDGING RECEIPT OF AGREEMENT BETWEEN HARRISON COUNTY BOARD OF SUPERVISORS AND MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM GRANT IN THE AMOUNT OF \$15,000.00 FROM 9/23/98 THROUGH 12/31/99, AND AUTHORIZING THE BOARD PRESIDENT™ TO EXECUTE THE NECESSARY DOCUMENTS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of agreement between Harrison County Board of Supervisors and Mississippi Department of Environmental Quality for Local Government Solid Waste Assistance Program grant in the amount of \$15,000.00 from 9/23/98 through 12/31/99, said agreement being as follows, to-wit:



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MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		Assistance ID No. SWC020-092398	
		Date of Award SEPTEMBER 23, 1998	
AGREEMENT TYPE		Recipient Type COUNTY	
Cooperative Agreement		Tax ID No.	
Grant Agreement	X		
Assistance Amendment			
RECIPIENT HARRISON CTY BOARD OF SUPERVISORS P.O. DRAWER C GULFPORT, MS 39502	PROJECT MANAGER MS CONNIE ROCKRO		
ISSUING OFFICE MS DEPT. OF ENV. QUALITY P.O. BOX 10385 JACKSON, MS 39289	PROJECT MANAGER LUIS MURILLO		
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM	STATUTORY AUTHORITY SECTION 17-17-65, MS CODE ANN.		
PROJECT TITLE AND DESCRIPTION COLLECTION CENTER FOR WHITE GOODS AND RECYCLABLE			
PROJECT LOCATION		PROJECT PERIOD	
CITY		September 23, 1998-December 31, 1999	
COUNTY		TOTAL PROJECTED PERIOD COST	
STATE MS		\$15,000.00	
FUNDS		Former Award	This Action
		Amended Total	
MDEQ Amount This Action-Allocated (4049)			
MDEQ Amount this Action-Competitive (4050)			\$15,000.00
Other Contribution*			
Allowable Project Cost			\$15,000.00
APPROVED BUDGET			
Personnel (educational staffing)			
Indirect			\$1,000.00
Travel			
Equipment			
Supplies			\$2,000.00
Contractual			
Construction			
Other-LABOR, EQUIP.RENT, AND DISPOSAL COST			\$12,000.00
Total Charges			\$15,000.00
METHOD OF PAYMENT			
Advance			
Reimbursement		X	

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SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Program)

Method of Payment

Reimbursement shall be the method of payment. The recipient shall submit Attachment A, Request for Payment, and additional documentation for verification of service/work performed prior to payment being issued. Request for Payment forms and supporting documentation shall be submitted to MDEQ on a quarterly basis and include a report of activities to date, (i.e. unauthorized dump sites cleaned, etc.) However, the recipient shall submit an invoice for work through June 30 of each calendar year no later than July 31 of that year, in addition to submitting quarterly request for payments. Funds utilized and/or disbursed under this grant award shall be consistent with the grantee's approved grant application, incorporated herein by reference.

Disposal of Wastes

Disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a permitted/authorized solid waste landfill, or where appropriate, rubbish landfill. However, if conditions warrant, the grantee, upon concurrence from the Department, may elect to abate an unauthorized dump by on-site burial of such wastes as allowed by state law. On-site burial of wastes shall be considered by the Department on a case-by-case and shall be limited to nonhazardous wastes.

Grant Administration Costs

The grantee shall use not more than three percent (3%) of funds provided through this grant to defray the costs of administration of the grant.

Responsible Party

If a person is found to be responsible for creating an unauthorized dump, the grantee shall make a reasonable effort to require that person to clean up the property before expending any monies from this funding to clean up the property. If the grantee is unable to locate the person responsible for creating the dump, or if the grantee determines that person is financially or otherwise incapable of cleaning up the property, the grantee may use the monies from the fund to clean up the property and shall make a reasonable effort to recover from the responsible person any funds expended.

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STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The Workplan constitutes the Recipient's and DEQ's commitment to accomplish the program goals and objectives. DEQ's review and evaluation of performance under this agreement and DEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the Workplan included in this grant application and incorporated into this agreement by reference.

3. Financial Management

The DEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give the DEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by the DEQ. Requests for Payment and applicable supporting documentation shall be submitted to DEQ upon project completion.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to DEQ a release of all claims against the DEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B. of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this contract, final payment under this agreement or settlement upon termination of this agreement shall not constitute a waiver of DEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

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7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of the DEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to DEQ.

12. Gratuities

- A. If the DEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of DEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, DEQ may, by written notice to the Recipient, terminate this agreement. DEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which DEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., DEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by DEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

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13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by DEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by the DEQ, and (2) that one (1) copy of the publication is furnished to DEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by the DEQ.

14. Hold Harmless for Personnel Claims

Recipient agrees to indemnify, save and hold harmless the Commission on Environmental Quality, the DEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgements, and costs, including attorney's fees, or expenses on the part of the DEQ or the DEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgement rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an

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award, or elsewhere, the DEQ may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by the DEQ;
 2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Recipient's program.
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, the DEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless the DEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination , are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By the DEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to the DEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, the DEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the DEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between the DEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi

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judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to the Recipient, Harrison County Board of Supervisors, for all approved costs incurred up to and not exceeding (\$15,000-MDEQ contribution) for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for a SOLID WASTE ASSISTANCE PROGRAM.

MISSISSIPPI DEPARTMENT OF
 ENVIRONMENTAL QUALITY

RECIPIENT

 J.I. Palmer, Jr.

 Authorized Signature

 Date

 Date

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ATTACHMENT A

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
P. O. BOX 10385
JACKSON, MS 39289-0385
ATTN: GRANTS AND CONTRACTS

REQUEST FOR PAYMENT

Recipient Name: _____

Agreement No. _____

Address: _____

Payment Request No: _____

Reporting Period: _____ to _____

Phone Number: _____

Special Mailing of Deposit Instruction

1) Total Amount Awarded: \$ _____

6) Total Amount Provided by Recipient: \$ _____

2) Amount Requested for this Period: \$ _____

7) Recipient Provided Amount for Period: \$ _____

3) Prior Cumulative Amount: \$ _____

8) Prior Cumulative Recipient Provided Amount: \$ _____

4) Current Cumulative Amount: (2 + 3) \$ _____

9) Current Cumulative Recipient Provided Amount: (7 + 8) \$ _____

5) Award Balance Remaining: (1 - 4) \$ _____

10) Remaining Amount to be Provided by Recipient: (6 - 9) \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

Signature of Authorized Official

Typed Name and Title of Authorized Official

Date

**MINUTE BOOK
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**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
RELEASE OF CLAIMS**

Agreement Number SWC020-092398

Award Period SEPTEMBER 23, 1998 - DECEMBER 31, 1999

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, Harrison County Board of Supervisors, it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the Mississippi Department of Environmental Quality to the Recipient of the amount now due under the agreement, to wit, the sum of _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

IN WITNESS WHEREOF, the Recipient has executed this release this _____ day of _____.

RECIPIENT

Authorized Signature

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The Board further HEREBY AUTHORIZES the Board President to execute the necessary documents.

Supervisor **C. T. SWITZER, Jr.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

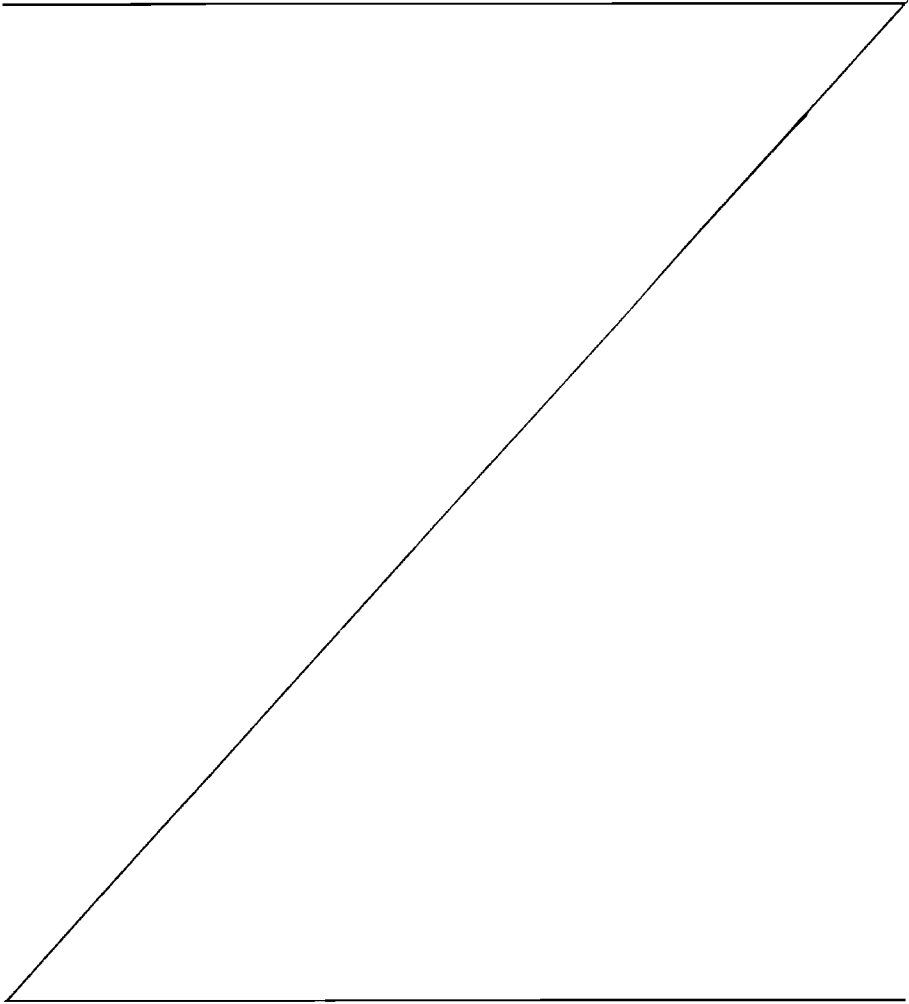
* * *

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

ORDER CONCURRING WITH THE EMERGENCY COMMUNICATIONS COMMISSION RECOMMENDATION TO HIRE A COUNTY 911 COORDINATOR, TO BE PAID WITH 911 FUNDS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR with the Emergency Communications Commission recommendation to hire a County 911 Coordinator, to be paid with 911 funds, which recommendation is as follows, to-wit:



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OCT-25-1998 15:59

AMRPHAYPOLL

P. 02/11

Harrison County

EMERGENCY COMMUNICATIONS COMMISSION

12020 Intraplex Parkway • Gulfport, Mississippi 39503-4602
 Phone: (228) 897-6671 • Fax: (228) 897-2447 • E-mail: steve_delahousey@amr-ems.com



Memorandum

DATE: October 26, 1998

TO: Harrison County Board of Supervisors

FROM: Steve Delahousey, Chairman *SD*
 Harrison County Emergency Communications Commission

SUBJECT: Board Action Required - 2 items

The Harrison County Emergency Communications Commission (commonly known as E911 Commission) held its last regular scheduled meeting on August 19, 1998. The minutes of that meeting are attached for your review.

As directed by the Board, the Commission is continuing its work to prepare a comprehensive communications program for all public safety entities in Harrison County. This program is funded by surplus funds collected from 911-telephone surcharges. In addition to this, the Commission is charged with governing all of the activities of the Harrison County Emergency Telecommunications District. This established the Commission as the regulatory agency to monitor compliance of telephone and wireless vendors with regard to local, state and federal statutes and regulations that pertain to emergency telecommunications. This regulatory responsibility along with preparation and implementation of the countywide communications program requires full time work. Thus the Commission voted unanimously to prepare a job description and hire a 911 Coordinator for Harrison County. The Board of Supervisors must approve of this action. We therefore request that the Board allow us to proceed with drafting a job description for Harrison County 911 Coordinator. The completed job description will be presented to the Board for approval. Then the Commission will proceed with recruitment and hiring for this full time position. The position will be funded from the 911 account.

We also request that the Board authorize two members of the Commission to attend a "911 Reliability and Disaster Readiness" conference to be held in Atlanta, Georgia, on December 3-4, 1998 (conference brochure attached). If this conference is approved, the Commission will select the two attendees at its next meeting on November 12. The registration fee is \$395 per person. Travel and lodging expenses will be submitted in

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accordance with County policy and procedures. These expenses will also be paid from 911 funds.

To summarize these requests, the Commission asks that the Board of Supervisors approve the following:

- **Preparation of job description for County 911 Coordinator.**
- **Allow two members of the Harrison County Emergency Communications Commission to attend a 911 Reliability and Disaster Readiness Conference in Atlanta on December 3-4, 1998.**

Favorable consideration to these requests is appreciated. As mentioned previously, the next meeting of the Communications Commission is November 12. You are all invited to attend.

C:\911\BOS memo 10-26-98.doc

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Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

THIS, the 2nd day of November 1998.

* * *

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

ORDER APPROVING THE REQUEST OF TRAVIS HUDSON FOR HARRISON COUNTY TO PAY THREE QUARTERS INTO THE PERS RETIREMENT SYSTEM IN THE TOTAL AMOUNT OF \$1,036.86 PRIOR TO NOVEMBER 11, 1998, DUE TO THE FACT THAT THE EMPLOYEE WAS INCORRECTLY CLASSIFIED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the request of Travis Hudson for Harrison County to pay three quarters into the PERS Retirement System in the total amount of \$1,036.86 prior to November 11, 1998, due to the fact that the employee was incorrectly classified.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

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Supervisor **DAVID LAROSA, SR.** moved adoption of the following
Order:

**ORDER AUTHORIZING ADVERTISEMENT FOR BIDS
FOR PURCHASE OF NEW PLOTTERS FOR THE
MAPPING DEPARTMENT, AND AUTHORIZING THE
OLD PLOTTERS TO BE USED AS TRADE-IN**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for
bids for purchase of new plotters for the Mapping Department.

The Board further HEREBY AUTHORIZES the old plotters to be
used as trade-in.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPROVING PAYMENT OF CLAIMS IN THE
 AMOUNT OF \$500.00 EACH FOR PAUPER
 BURIALS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that, upon the recommendation of Gary T. Hargrove, Coroner, and in accordance with affidavits on file with the Clerk of the Board, the Board does HEREBY APPROVE payment of claims in the amount of \$500.00 each for pauper burials, as listed:

1. Lockett-Williams Funeral Home, for burial of Archie M. Deloach.
2. Bradford-O'Keefe Funeral Home, for burial of James Saujon.
3. Riemann Funeral Home, for cremation of Mitchell Morehead.
4. J. T. Hall Funeral Home, for cremation of George Johnson.
5. Lockett-Williams Funeral Home, for cremation of Isaih Griggs.
6. Lockett-Williams Funeral Home, for burial of Walter Carraway.
7. Bradford-O'Keefe Funeral Home, for burial of Extina Primeaux.

Supervisor **C. T. SWITZER, Jr.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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The motion having received the affirmative vote from the majority of the Supervisors present, the President then declared the motion carried and the Order adopted.

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPROVING CAPITAL EXPENSE
PURCHASE OF ONE COMPUTER FOR THE
ELECTION COMMISSION, AND LINE ITEM
ADJUSTMENT OF \$959.00 FROM 001 180 695
TO 001 180 935**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE capital expense purchase of one computer for the Election Commission.

The Board further HEREBY APPROVES line item adjustment of \$959.00 from 001 180 695 to 001 180 935.

Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPROVING PURCHASE OF ONE
COMPUTER FROM DELL, IN THE AMOUNT OF
\$3,545.00, FOR USE BY THE CHANCERY COURT
REPORTER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE purchase of one computer from DELL, in the amount of \$3,545.00, for use by the Chancery Court Reporter.

Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

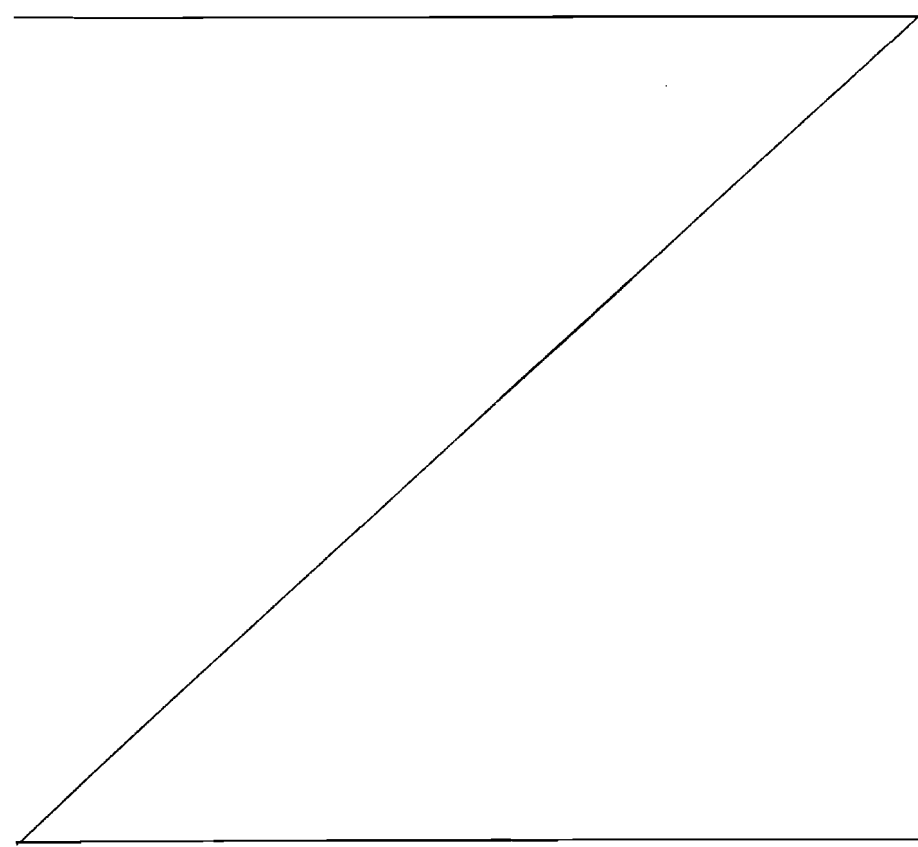
* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following Order:

ORDER AUTHORIZING GULF REGIONAL PLANNING COMMISSION TO SUBMIT AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FUNDING IN THE AMOUNT OF \$60,000.00 UNDER THE WASTE TIRE GRANTS PROGRAM WITH HARRISON COUNTY TO PROVIDE 50% IN MATCHING FUNDS, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAID APPLICATION

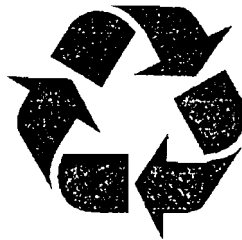
ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE Gulf Regional Planning Commission to submit an application to the Mississippi Department of Environmental Quality for funding in the amount of \$60,000.00 under the Waste Tire Grants Program, with Harrison County to provide 50% in matching funds, said application being as follows, to-wit:



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

MS Department of Environmental Quality
Waste Tire Grant

Submitted by:
Harrison County Board of Supervisors
October 1, 1998



Prepared by:
Gulf Regional Planning Commission
1232 Pass Road
Gulfport, MS 39501

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GRANT APPLICATION
PART 1. GENERAL INFORMATION

1. Name of Applicant Harrison County Board of Supervisors

2. Address of Applicant 1801 23rd Avenue
 City Gulfport State MS ZIP 39501

3. Federal Employer Identification No. _____

4. Telephone No. of Applicant 228-8654070

5. Contact Person Patrick Collins, Gulf Regional Planning Commission

6. Address of Contact Person (if different than applicant)
1232 Pass Road
 City Gulfport State MS ZIP 39501

7. Telephone No. of Contact Person 228-864-1167

8. Grant Request Category:
 _____ a. Local Government Solid Waste Assistance Grant (attach Part 2a)
 _____ b. Local Government Waste Tire Grant (attach Par. 2b)
 c. Recycling/Incentive Tire Grant (attach Part 2b)

9. Descriptive Title of Project/Program The Harrison County Park Commission requests funds to install flooring at the County Horse Arena made from recycled tires.

10. If applicant is a regional solid waste management authority applying on behalf of more than one county, list the counties which the authority is representing in this application:

11. Is applicant in violation of, or delinquent on, any condition of a previously awarded grant or loan from this Department? _____ yes no (If yes, please attach an explanation)

12. Does the applicant have any other grant request pending or an active grant award with the Department. If yes, please indicate which type of grant and the grant identification number:
 _____ Local Government Waste Tire Assistance Funds (Grant No. _____)
 _____ Household Hazardous Waste Collection Funds (Grant No. _____)
 _____ Local Government Solid Waste Assistance Funds (Grant No. _____)
 _____ Other Grant Funds (attach explanation) (Grant No. _____)

13. Certification
 To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

 Name of authorized representative (Please type or print) _____ Signature of authorized representative

 Title of authorized representative (Please type or print) _____ Date

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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WASTE TIRE GRANT REQUEST
PART 2b

1. Grant Applicant: Harrison County Board of Supervisors

Grant Project Title: Recycling/Incentive Tire Grant

2. Breakdown of project costs

	Projected Costs	Grant Funds to be used
Planning Costs	_____	_____
Administrative Costs	_____	_____
Establish or operate waste tire collection sites	_____	_____
Establish or operate waste tire processing facility	_____	_____
Transportation Costs	6,200.00	3,100.00
Establish or operate waste tire collection facilities	_____	_____
Establish or operate waste tire recycling system or program	_____	_____
Equipment Purchases	_____	_____
Contract for waste-tire processing/disposal service	45,050.00	22,525.00
Remove or contract for removal of existing stockpile of waste tires	7,500.00	3,750.00
Research designed to facilitate waste tire recycling	_____	_____
Other (attach description)misc. fees	1,250.00	625.00
TOTAL PROJECT COSTS	60,000.00	30,000.00

3. Please attach a narrative description of the proposed waste tire project or program, indicating how the applicant proposes to conduct the activities or the project with the funds requested.

4. Please provide a copy of all local, state, and federal permits required to conduct the proposed activity.

5. Please provide any additional information necessary to describe the projected total costs of the project and a breakdown of those costs; and the total amount of grant funds requested and a breakdown of how those funds will be used. For Recycling/Incentive Grant projects, the applicant shall adequately demonstrate the commitment of matching funds.

6. Please provide a discussion regarding the project's ability to satisfy the preference factors of Sections B.2.(a), and B.2.(b) of the grant regulations.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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ATTACHMENT 3.

The Harrison County Park Commission requests matching funds through the Waste Tire Grant program. State provided and local funds would be used to install a state of the art flooring at the Harrison County Fairgrounds and Arena. The new flooring or footing material is made from recycled tires and is considered the best material for all types of outdoor or arena events. We understand that funds may be available for such a demonstration project that will help promote the use of waste by-products, recycling and continued advancement of waste handling techniques.

The Harrison County Park Commission is in the early stages of planning a major new equestrian event known as the Gulf Coast Winter Classic Horse Show. The hunter/jumper horse show will be an annual five week event in February and March of 1999. Exhibitors will be coming from across the USA and Canada. Harrison County and the State of Mississippi will be host to an estimated 2600 visitors and 650 horses. The estimated economic impact of the Winter Classic is \$22,000,000 for the five week period.

The Harrison County Fairgrounds is rapidly gaining a reputation as a quality facility to host local, regional and even national horse show events that will continue to produce positive economic benefits to the State. The participants in this upper level horse show event represent high income individuals or family's that have probably never visited Mississippi and creates an enormous opportunity for exposing all our positives.

However, in order to provide the best facility to accommodate the Winter Classic, the Harrison County Park Commission is requesting funds to install the proper arena footing/flooring material. We prefer to utilize the products that are manufactured from recycled tires. Attached is a cost estimate provided to us by the American Rubber Technologies, Inc. as a point of reference. Harrison County would provide matching funds to create a partnership with the State to achieve environmental and recreational goals.

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ATTACHMENT 4.

The intergovernmental review process is in progress. Request letters and returned review comments will be provided to the Office of Pollution Control as soon as possible.

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ATTACHMENT 5.

Additional information, see attached.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

10-30-1998 09:57:01 PM FRUIT HIL

10

122236-6548 F.01

A·R·T*American Rubber Technologies, Inc.*

October 30, 1998

Patrick Collins
 Gulf Regional Planning Commission
 1232 Pass Road
 Gulfport, MS 39501
 Fax: 228-864-1149

Dear Patrick:

Thank you again for your interest in our product, PERMA-FLEX® High Performance Arena Footing for your new equestrian arenas at the Harrison County Fairgrounds. As per our conversation today, I have outlined pricing for you as follows:

ART is the sole manufacturer of PERMA-FLEX (a trademarked brand name) in the Southeast United States. We understand that if funding is provided through the Mississippi Waste Tire Grant, ART must meet the requirement of utilizing a large portion of Mississippi tires in the PERMA-FLEX manufactured for this project. Therefore, an addition "processing" fee is included below order to meet this requirement:

QUANTITY	PRODUCT DESCRIPTION	BULK PRICING	TOTAL
8 Truckloads	Processing Fee	\$937.50/truck	\$7,500.00
170 Tons	PERMA-FLEX (3 Arenas)	\$265/ton	\$45,050.00
8 Truckloads	Delivery Fees to Gulfport, MS	\$775/truck	\$6,200.00
	TOTAL		\$58,750.00

Up to 8 trailers will be dropped off at one or more of the sites on your MS Waste Tire Disposal Sites listing. Only whole passenger or light truck scrap tires (13" - 16.5") will be accepted for processing. Tires must be clean and off the rims. When trailer is filled, disposal site must contact ART to arrange pick-up.

If you have any questions, please do not hesitate to contact me directly. I look forward to hearing from you again soon.

Best Regards,

Jennifer Buchanan
 National Marketing Manager

P O Box 6548 Jacksonville, FL 32236-6548 ★ 302 North Lane Avenue Jacksonville, FL 32254
 (904) 786-5200 Fax (904) 786-1060 Email:art@americanrubber.com Website:www.americanrubber.com

PRINTED ON RECYCLED PAPER

TOTAL P.01

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ATTACHMENT 6.

- ✓ This project proposes to recycle the whole tire.
- ✓ The project is an application of the Harrison County waste tire management plan.
- ✓ The funds requested will be used as match for additional funds.
- ✓ The proposal is deemed to be creative and innovative and has a high potential for providing additional solutions to the problems of waste tire management.
- ✓ The project is proposed by a public agency.

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A*R*T

American Rubber Technologies, Inc.
 (Formerly American Tire Recyclers, Inc.)



July 30, 1998

Jeff Taylor
 Gulf Regional Planning Commission
 1232 Pass Road
 Gulfport, MS 39501

Dear Mr. Taylor:

I do hope this letter finds you doing well. My name is Tiffany Hughes and I am the Vice President of American Rubber Technologies, Inc. in Jacksonville, FL. We are one of the southeast's largest whole tire recyclers who process and shred scrap tires into wire free crumb rubber for products such as playground surfacing, equestrian footing and a patented soil amendment for athletic fields.

I was referred to you by Mary Sikora of the Scrap Tire News. She suggested that you may be able to provide me with some information and or contacts regarding a waste tire grant. As I understand by the year 2000 scrap tires will no longer be able to go to the landfill for disposal and that Mississippi is looking for new uses for scrap tires.

Over the past few weeks my marketing manager has been working with Janet McCarroll and Mike McMillian, Parks & Recreation Director for Harrison County, to propose the use of a few of our products as a part of a new venture with the Harrison County Fairgrounds. As I understand Ms. McCarroll is organizing a "new winter circuit" for equestrian riders that will bring new revenue and riders to Harrison.

ART manufactures PERMA-FLEX® High Performance Arena Footing that is designed for indoor and outdoor horse arenas. This footing (made from recycled tires) is now trusted by an estimated 400 centers nationwide including Devon Fairgrounds, Palm Beach Polo and Clarcona Horse park. Ms McCarroll wants to use PERMA-FLEX in two of the new arenas and would like to find out if there are grant funds available for such a use.

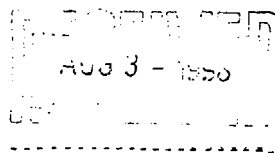
As you may or may not know, Florida has been very aggressive in the creation of markets for scrap tires through the use of waste tire grants to counties. The grants are funded from the \$1.00 per tire disposal fee on the purchase of all new tires. The monies collected annually are then dispersed to the Solid Waste Management Trust Fund and allocated to counties per capita. My question is whether or not grant funds are available to counties or to the Harrison County Fairgrounds in Mississippi.

Mr. Taylor, any advice or suggestions from you would be greatly appreciated. I do feel this would be a wonderful demonstration project and a fantastic opportunity. Could you please email me back at tiffany@americantire.com or call me at 1-800-741-5201.

Best Regards,

Tiffany Hughes
 Vice President Marketing

cc: Janet McCarroll
 Mike McMillan



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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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To: Patrick Collins Gulf Regional Planning CommisFrom: Jennifer Buchanan 904-785-1060
 Sent by the Award Winning Cheyenne Bitware

10/22/98 16:07:06 Page 1 of 1

PERMA-FLEX
 HIGH PERFORMANCE ARENA FOOTING

Facsimile Transmittal

To: Patrick Collins, Gulf Regional Planning Commission	Fax: 228-864-1149
From: Jennifer Buchanan, A.R.T.	Date: 10/22/98
Re: County Referrals	Pages: 1 of 1

Notes:

As per our conversation, here is a listing of just a few counties in Florida who have done many, many projects with our products:

Duval County, Jackie Eldridge (Phone: 904-632-4732)
 Town of Davie, Sharon Kent (Phone: 954-797-1150)*
 Brevard County, Nancy Mellor (Phone: 407-633-1701)*
 Pinellas County, Rebecca Stone (Phone: 813-464-7565)

Most projects have been with our playground surfacing and our patented soil amendment product (both also made from 100% recycled tires), but I know for sure that at least two have also done PERMA-FLEX projects. I've marked their name with an asterisk.

If you need any other information, please don't hesitate to contact me directly. Thank you for all your assistance.

Jennifer

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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GULF COAST CLASSIC COMPANY

3060 Seward Road
Eads, TN 38028

Phone 901-867-0408

County Board of Supervisors
Harrison County, Mississippi

Dear Supervisor:


I am sending you this information for you to review at your leisure, and I will be attending an upcoming meeting on the same topic. I represent the Gulf Coast Classic Company as the event coordinator of the Gulf Coast Winter Classics, a series of American Horse Show Association A-3 rated horse shows. The A-3 rating is the highest level a competition can achieve. Currently there are four other winter circuits in the US, two in Florida, West Palm Beach and Ocala, one in Indio, California, and one in Arizona. We are proud to add the Gulf Coast of Mississippi to these prestigious ranks.

We expect that 625-650 horses and 2,500-2,600 human partners will move to the area during February and March each year from now on. This group will generate a community economic impact close to \$22,000,000. This will be spread out to many types of businesses and service providers.

The Gulf Coast Classic Company's investment in this project is well over \$1,000,000. We are excited about this project and have no reservations about investing this money into your community. We are asking for a few improvements to the Harrison County Fairgrounds, many are simple and have been readily addressed by Parks Director Mike McMillen. We will need to upgrade the current arena footing, and have found a state grant that will match funds for the material needed for the upgrade. All improvements to this facility will only enhance its ability to be a top quality equine facility for the local, regional, and other national horse enterprises.

I thank you for your time and attention to this matter, and I look forward to working in and introducing a whole new group of people to the spectacular Mississippi Gulf Coast.

Sincerely,


Janet McCarroll
Event Coordinator

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Gulf Coast Classic Company Ltd.

Janet McCarroll
3060 Seward
Eads, TN 38028
901-867-0408

ECONOMIC IMPACT OF EQUINE EVENTS

The Economic impact of equine events is calculated using the following formula:

Number of horses x 4 people per horse x amount spent by a tourist per day x number of show days

Let's calculate the impact of our shows on your community.

625 horses x 4 people = 2500 people

2500 people x \$250 per day = \$625,000

\$625,000 x 35 show days = \$21,875,000

TOTAL ECONOMIC IMPACT TO YOUR COMMUNITY:

\$21,875,000

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IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE the Board President to sign said application.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

THIS, the 2nd day of November 1998.

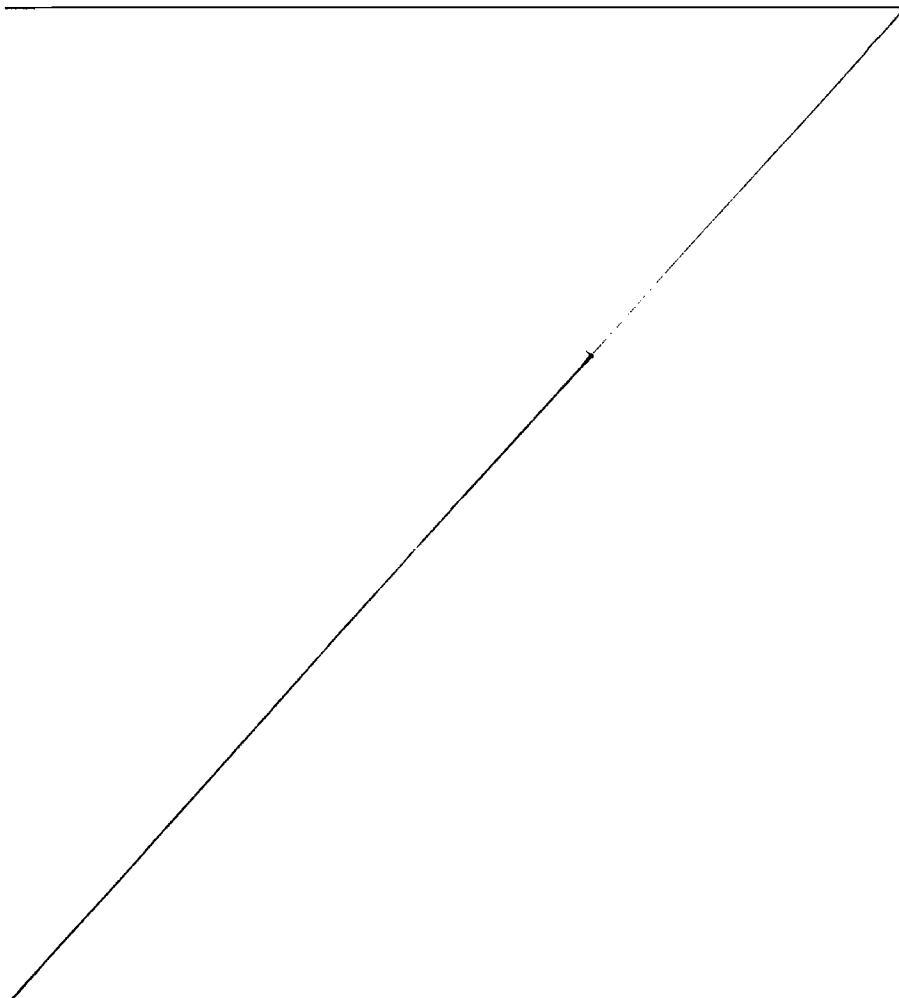
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MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

ORDER AUTHORIZING THE BOARD PRESIDENT TO EXECUTE DOCUMENTS RELATED TO THE AWARD BY THE BUREAU OF JUSTICE ASSISTANCE OF THE LOCAL LAW ENFORCEMENT BLOCK GRANT 98LBVX5057 IN THE AMOUNT OF \$55,506.00


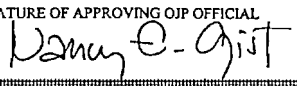
ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Board President to execute documents related to the award by the Bureau of Justice Assistance of the Local Law Enforcement Block Grant 98LBVX5057 in the amount of \$55,506.00, said documents being as follows, to-wit:



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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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	U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS <input type="checkbox"/> OJP <input checked="" type="checkbox"/> BJA <input type="checkbox"/> OJDP <input type="checkbox"/> BJS <input type="checkbox"/> NJ <input type="checkbox"/> OVC CHECK APPROPRIATE BOX	AWARD <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT	PAGE 1 OF 5
1. GRANTEE NAME AND ADDRESS (Including Zip Code) County of Harrison 1801 23rd Avenue Gulfport, MS 39502		4. AWARD NUMBER: 98L.BVX5057 5. PROJECT PERIOD: FROM 10/01/1998 TO 09/30/2000 BUDGET PERIOD: FROM 10/01/1998 TO 09/30/2000	
1A. GRANTEE IRS/VENDOR NO. 646000425		6. AWARD DATE 9/30/98 7. ACTION <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Supplemental	
2. SUBGRANTEE NAME AND ADDRESS(Including Zip Code)		8. SUPPLEMENT NUMBER	
2A. SUBGRANTEE IRS/VENDOR NO.		9. PREVIOUS AWARD AMOUNT \$ 0.00	
3. PROJECT TITLE Local Law Enforcement Block Grants Program - FY 1998		10. AMOUNT OF THIS AWARD \$55,506 11. TOTAL AWARD \$55,506	
12. SPECIAL CONDITIONS (Check, if applicable) <input checked="" type="checkbox"/> THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED 4 PAGES			
13. STATUTORY AUTHORITY FOR GRANT <input type="checkbox"/> TITLE 1 OF THE OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968. 42 U.S.C. 3701, ET. SEQ., AS AMENDED <input type="checkbox"/> TITLE 2 OF THE JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT OF 1974 42 U.S.C. 5601, ET. SEQ., AS AMENDED <input type="checkbox"/> VICTIMS OF CRIME ACT OF 1984 , 42 U.S.C. 10601, ET. SEQ., PUBLIC LAW 98-473, AS AMENDED <input checked="" type="checkbox"/> OTHER (Specify): Omnibus Appropriations Act of 1998 (Public Law 105-119)			
14. FUTURE FISCAL YEAR(S) SUPPORT: SECOND YEAR'S BUDGET PERIOD: _____ N/A _____ TYPE OF FUNDS: _____ AMOUNT OF FUNDS: _____ THIRD YEAR'S BUDGET PERIOD: _____ N/A _____ TYPE OF FUNDS: _____ AMOUNT OF FUNDS: _____			
15. METHOD OF PAYMENT THE GRANTEE WILL RECEIVE CASH VIA A LETTER OF CREDIT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
16. TYPED NAME AND TITLE OF APPROVING OJP OFFICIAL Nancy E. Gist, Director Bureau of Justice Assistance		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Larry Benefield County Board Chairperson	
17. SIGNATURE OF APPROVING OJP OFFICIAL 		19. SIGNATURE OF AUTHORIZED GRANTEE	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR: X FUND CODE: V BUD. ACT.: LI OFC.: 80 DIV. REG.: 00 SUB.: 00 POMS: LE		21. L18V29	

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OJP BJA OJDP
 BJS NIJ OVC

CHECK APPROPRIATE BOX

**AWARD CONTINUATION
SHEET**

GRANT
 COOPERATIVE AGREEMENT

PAGE 2 OF 5

PROJECT NUMBER 98LBVX5057	AWARD DATE 9/30/98
<u>SPECIAL CONDITIONS</u>	
<p>1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.</p> <p>2. The recipient agrees to comply with the organizational audit requirements of the applicable OMB audit circular. The first audit report period should be for October 1, 1997, to September 30, 1998. The management letter outlining audit findings, submitted by the auditing organization, must be submitted with the audit report. Grantee audit reports must be submitted no later than thirteen (13) months after the close of each fiscal year during the term of the award.</p> <p>Recipients who receive \$300,000 or more in Federal funds during their fiscal year, are required to submit an organization-wide financial and compliance audit report. Recipients who receive less than \$300,000 in Federal funds, are not required to submit a program or organization-wide financial and compliance audit report for that year.</p> <p>Note: If your audit disclosed findings or recommendations you must include with your audit report, a corrective action plan containing the following:</p> <ol style="list-style-type: none"> 1) The name and phone number of the contact person responsible for the corrective action plan. 2) Specific steps taken to comply with the recommendations. 3) Timetable for performance and/or implementation dates for each recommendation. 4) Descriptions of monitoring to be conducted to ensure implementation. <p>The submissions of audit reports for all grantees shall be as follows:</p> <ol style="list-style-type: none"> 1) Mail original and one (1) copy of the completed audit report to: <ul style="list-style-type: none"> U.S. Department of Justice 2) Mail one (1) copy of the completed audit report to: <ul style="list-style-type: none"> Federal Audit Clearinghouse Bureau of the Census 1201 E. 10th Street Jeffersonville, IN 47132 3) Mail a copy of the Cover (transmittal) letter to: <ul style="list-style-type: none"> Office of the Comptroller Office of Justice Programs Attn: Control Desk, 5th Floor - Audit Division 810 Seventh Street, NW Washington, D. C. 20531 	

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OJP BJA CJJDP
 BJS NIJ OVC

CHECK APPROPRIATE BOX

**AWARD CONTINUATION
SHEET**

GRANT
 COOPERATIVE AGREEMENT

PAGE 3 OF 5

PROJECT NUMBER 98LBVX5057	AWARD DATE 9/30/98
<u>SPECIAL CONDITIONS</u>	
<p>3. The recipient shall submit one copy of all reports and proposed publications resulting from this agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analyses.)</p> <p style="padding-left: 40px;">"This project was supported by Grant No. 98LBVX5057 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."</p> <p>4. The recipient agrees to provide information required for the national evaluation.</p> <p>5. The recipient agrees to provide \$6,167.00 over the grant period in a cash match. The recipient is reminded that the match funds are auditable under Special Condition #2 and will be binding to the recipient.</p> <p>6. The recipient agrees to submit, at a minimum, semi-annual reports on its programmatic activities. The first programmatic report will be due on July 31, 1999, covering the period of October, 1998 - June, 1999. The next report will be due on January 31, 2000, and cover the period of July, 1999 - December, 1999. The next report should cover the next six month period and is due thirty (30) days after the end of the six month period for the term of the award. A final report on the programmatic activities is due 120 days following the end of the grant period.</p> <p>7. The recipient agrees to submit quarterly financial reports. The financial report is due 45 days after the end of each calendar quarter. A final financial report is due 120 days following the end of the grant period.</p> <p>8. The recipient agrees to establish a trust fund in which all payments received under this Program, including match, must be deposited. For the purposes of this grant, a trust fund is an interest bearing account that is specifically designated for this Program. Only allowable program expenses can be paid from this account. This fund may not be used to pay debts incurred by other activities beyond the scope of the Local Law Enforcement Block Grants Program. The recipient also agrees to obligate and expend the grant funds in the trust fund (including match and interest earned) during the 24 month term of the award. Grant funds (including earned interest) not obligated by the 24th month must be returned to BJA by the last day of the 27th month.</p> <p>9. The recipient agrees to supplement and not supplant state or local funds.</p> <p>10. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 CFR section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in funds from the award being frozen, until such time as the recipient is in compliance.</p> <p>11. The recipient agrees, if the funds are used for the hiring and employing of new, additional law enforcement officers and support personnel, as described in the applicable purpose area of Subpart A section 101 (a)(2), that the recipient unit of local government will achieve a net gain in the number of law enforcement officers who perform nonadministrative public safety service.</p>	

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM



U.S. DEPARTMENT OF JUSTICE
 OFFICE OF JUSTICE PROGRAMS

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**AWARD CONTINUATION
 SHEET**

GRANT
 COOPERATIVE AGREEMENT

PAGE 4 OF 5

PROJECT NUMBER 98LBVX5057	AWARD DATE 9/30/98
<u>SPECIAL CONDITIONS</u>	
<p>12. The recipient agrees, if the funds are used for the hiring and employing of new, additional law enforcement officers and support personnel, that the units of local government will establish procedures to give members of the Armed Forces who, on or after October 1, 1990, were or are selected for involuntary separation (as described in section 1141 of Title 10, United States Code), approved for separation under section 1174a or 1175 of such title, or retired pursuant to the authority provided under section 4403 of the Defense Conversion, Reinvestment, and Transition Assistance Act of 1992 (division D of Public Law 102-484; 10 U.S.C. 1923 note), a suitable preference in the employment of persons as additional law enforcement officers or support personnel.</p> <p>13. The recipient agrees if funds are used for enhancing security or crime prevention, that the unit of local government --</p> <p style="margin-left: 20px;">(a) has an adequate process to assess the impact of any enhancement of a school security measure that is undertaken under subparagraph (B) of section 101(a)(2), or any crime prevention programs that are established under subparagraphs (C) and (E) of section 101(a)(2), on the incidence of crime in the geographic area where the enhancement is undertaken or the program is established;</p> <p style="margin-left: 20px;">(b) will conduct such an assessment with respect to each such enhancement or program; and</p> <p style="margin-left: 20px;">(c) will submit to the Bureau of Justice Assistance an annual written assessment report.</p> <p>14. The recipient agrees that prior to the obligation and expenditure of any Local Law Enforcement Block Grants (LLEBG) funds, at least one (1) public hearing will be held regarding the proposed use(s) of the grant funds. The recipient will provide to BJA, through the submission of the Follow-Up Information Form, information on the contents of the hearing. BJA will review the form for compliance with enabling legislation and issue to the recipient a Grant Adjustment Notice (GAN). Until the issuance of the GAN, the recipient may not obligate or expend LLEBG funds. At that hearing, persons shall be given an opportunity to provide written and oral views to the recipient on the proposed use(s) of the grant funds. The recipient will hold the public hearing at a time and place that allows and encourages public attendance and participation.</p>	

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OJP BJA OJJDP
 BJS NIJ OVC

CHECK APPROPRIATE BOX

**AWARD CONTINUATION
SHEET**

GRANT
 COOPERATIVE AGREEMENT


PAGE 5 OF 5

PROJECT NUMBER 98LBVX5057	AWARD DATE 9/30/98
<u>SPECIAL CONDITIONS</u>	
<p>15. The recipient agrees that prior to the obligation or expenditure of any Local Law Enforcement Block Grants (LLEBG) funds, a designated or newly established advisory board will meet to discuss the proposed (purpose area) use of the grant funds. The recipient will designate the advisory board to make nonbinding recommendations to the recipient to the use of funds under the LLEBG Program. Membership on the advisory board must include a representative from the following, however it may be broader:</p> <ul style="list-style-type: none"> a) the local police department or sheriff's department; b) the local prosecutor's office; c) the local court system; d) the local school system; and e) a local nonprofit, educational, religious, or community group active in crime prevention or drug use prevention or treatment. <p>The advisory board must review the proposed use of the funds under the LLEBG Program.</p> <p>The recipient will provide notification to BJA, through the submission of the Follow-Up Information Form, on the advisory board. BJA will review the form for compliance with enabling legislation and issue to the recipient a Grant Adjustment Notice (GAN). Until the issuance of the GAN, the recipient may not obligate or expend LLEBG funds.</p> <p>16. The recipient has certified it is not in compliance with Public Safety Officers Health Benefits Provision (section 615 of the FY 1998 Omnibus Appropriations Act). Therefore, the recipient will receive not more than 90 percent of the eligible award amount (or, if less than the eligible amount was requested, of that amount). The provision makes no allowances for a unit of local government to come into compliance during the life of the award, consequently BJA will not consider request to adjust the funded award amount.</p> <p>17. Criminal Intelligence Systems operating with support of Federal funds, must comply with 28 CFR, Part 23, if the recipient chooses to implement this project.</p> <p style="margin-top: 20px;">GRANTEE ACCEPTANCE OF SPECIAL CONDITIONS</p> <hr style="width: 30%; margin-left: 0;"/>	

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

		U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS <input type="checkbox"/> OJP <input checked="" type="checkbox"/> BJA <input type="checkbox"/> OJJDP <input type="checkbox"/> BJS <input type="checkbox"/> NIJ <input type="checkbox"/> OVC CHECK APPROPRIATE BOX	GRANT MANAGER'S MEMORANDUM, PT. 1: PROJECT SUMMARY <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT
		PROJECT NUMBER 98LBVX5057	
<input type="checkbox"/> This project is supported under Title 1 of the Omnibus Crime Control and Safe Streets Act, 42 USC 3701, as amended. <input type="checkbox"/> This project is supported under the Juvenile Justice and Delinquency Prevention Act of 1974, as amended <input checked="" type="checkbox"/> Other: Omnibus Appropriation Act of 1998			
1. STAFF CONTACT (Name, address & telephone number) Grants Administration Branch LLEBG Division, BJA 810 7th Street, NW, 4th Floor Washington, DC 20531 (202)305-2088		2. PROJECT DIRECTOR (Name, address & telephone number) Marie Lizana Deputy Sheriff County of Harrison 1801 23rd Avenue Gulfport, MS 39501 (228)865-7092	
3a. TITLE OF THE PROGRAM Local Law Enforcement Block Grants Program		3b. POMS CODE LE	
4. TITLE OF PROJECT Local Law Enforcement Block Grants Program - 1998			
5. NAME & ADDRESS OF GRANTEE County of Harrison 1801 23rd Avenue Gulfport, MS 39502		6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/1998 TO: 09/30/2000		8. BUDGET PERIOD FROM: 10/01/1998 TO: 09/30/2000	
9. AMOUNT OF AWARD \$55,506		10. DATE OF AWARD 9/30/98	
11. SECOND YEAR'S BUDGET N/A		12. SECOND YEAR'S BUDGET AMOUNT N/A	
13. THIRD YEAR'S BUDGET PERIOD N/A		14. THIRD YEAR'S BUDGET AMOUNT N/A	
15. SUMMARY DESCRIPTION OF PROJECT The Local Law Enforcement Block Grants Program was authorized by the Omnibus Fiscal Year 1998 Appropriations Act, Public Law 105-119 for the purpose of providing units of local government with funds to underwrite projects to reduce crime and improve public safety. The Bureau of Justice Assistance will make direct awards to units of local government when award amounts are at least \$10,000 to be used consistent with the statutory program purpose areas specified in section 101(a) (2). The County of Harrison has indicated that it intends to distribute its Local Law Enforcement Block Grants funds under the following purpose area(s): (1c) Equipment \$55,506 Certified non-compliance, pursuant to section 615, Public Safety Officers Health Benefits provision.			
NC/NCF			

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

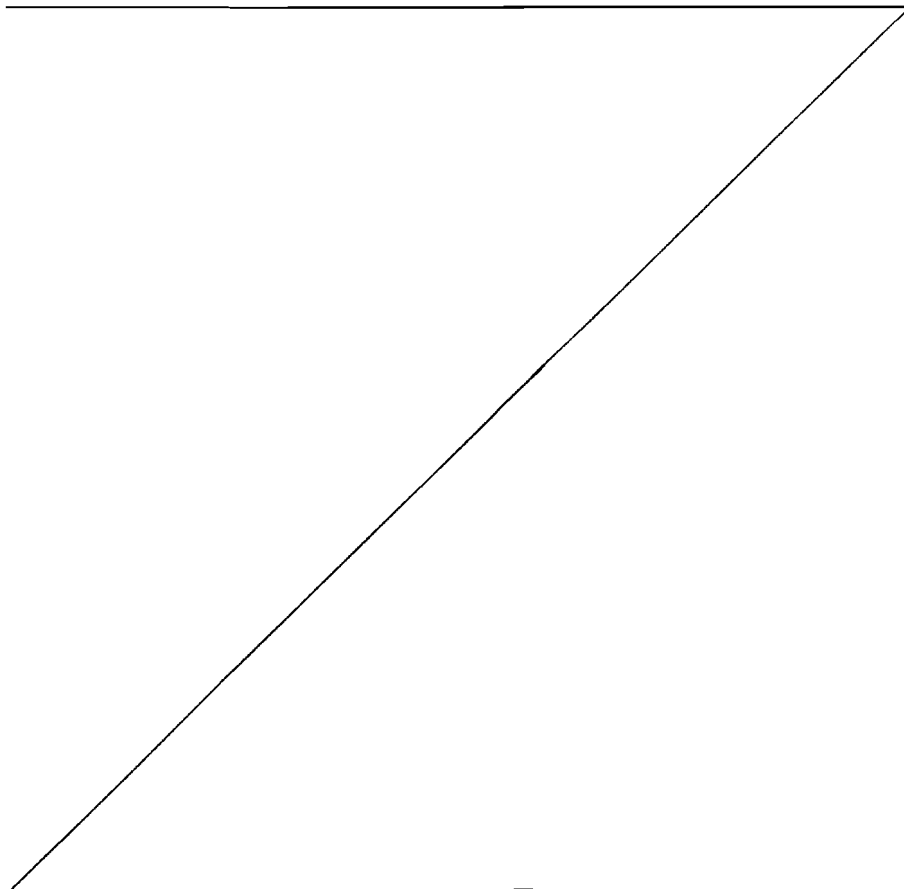
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER AUTHORIZING THE BOARD PRESIDENT TO
EXECUTE DOCUMENTS PERTAINING TO THE
SAUCIER UTILITIES, CDBG PROJECT
#6-054-PF-01, 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 Saucier Utilities, CDBG Project #6-054-PF-01, as listed:

1. Reporting worksheet for period ending 09/30/1998;
2. Request for cash in the total amount of \$2,462.34 to be disbursed upon receipt to Brown Steel Contractors for \$1,938.60, and SMPDD for \$523.74; said documents being as follows, to-wit:



MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

22/1998
 WORKSHEET.FRX

Mississippi Department of Economic & Community Development
Reporting Worksheet
For the Period ending 09/30/1998

Page: 1

Division: COMMUNITY SERVICES
 NC 1113 - 96 CDBG-SLG
 Contract: 11136054PF01
 Dates: 01/15/1997 - 01/15/1999

HARRISON COUNTY BOS
 P. O. DRAWER CC
 GULFPORT, MS 39502-0660

	<u>Amount Budgeted</u>	<u>Prior Cumulative</u>	<u>Period Cost</u>	<u>Cumulative Cost To Date</u>
A01 ADMINISTRATION				
000 CS DIVISION				
35 ADMINISTRATION	27,000.00	13,377.75	808.34	14,186.09
CATEGORY TOTAL	27,000.00	13,377.75	808.34	14,186.09
FEDERAL	27,000.00	13,377.75	808.34	14,186.09
STATE	0.00	0.00		
PROGRAM INCOME	0.00	0.00		
ATCH				
TAND IN	0.00	0.00		
TOTAL	27,000.00	13,377.75	808.34	14,186.09
ACTIVITY TOTAL	27,000.00	13,377.75	808.34	14,186.09
A42 PUBLIC FACILITIES				
000 CS DIVISION				
42 PUBLIC FACILITIES	628,500.00	0.00		
CATEGORY TOTAL	628,500.00	0.00		
FEDERAL	3,950,000.00	0.00		
STATE	0.00	0.00		
PROGRAM INCOME	0.00	0.00		
ATCH	233,500.00	0.00		
TAND IN	0.00	0.00		
TOTAL	628,500.00	0.00		
ACTIVITY TOTAL	628,500.00	0.00		

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

12/1998
 WORKSHEET.FRX

Mississippi Department of Economic & Community Development
 Reporting Worksheet
 For the Period ending 09/30/1998

Page: 2

Division: COMMUNITY SERVICES
 Unit: 1113 - 96 CDBG-SLG
 Contract: 11136054PF01
 Dates: 01/15/1997 - 01/15/1999

HARRISON COUNTY BOS
 P. O. DRAWER CC
 GULPORT, MS 39502-0860

	Amount Budgeted	Prior Cumulative	Period Cost	Cumulative Cost To Date
TOTAL FEDERAL	422,000.00	13,377.75	808.34	14,186.09
TOTAL STATE	0.00	0.00	_____	_____
TOTAL PROGRAM INCOME	0.00	0.00	_____	_____
TOTAL MATCH	233,500.00	0.00	_____	_____
TOTAL STAND IN	0.00	0.00	_____	_____
GRAND TOTAL	655,500.00	13,377.75	808.34	14,186.09

THE SIGNER OF THIS DOCUMENT CERTIFIES THAT REPORTED COST IS CALCULATED ON AN ACCRUAL BASIS IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. FINAL AUDIT OF THIS PROJECT WILL INCLUDE VERIFICATION OF ABOVE CLAIMED COST FROM PROJECT DIRECTOR'S SOURCE RECORDS.

 SIGNATURE OF AUTHORIZED OFFICIAL

 DATE

 REVIEWED BY

NOTE: CHECK THIS BLOCK IF FINAL REPORTING WORKSHEET:

REQUES. JR CASH

Section A: General Information				Section B: Project Information										
Contractor's Name / Address Harrison County Board of Supervisors Post Office Drawer CC Gulfport, MS 39502		Electronic Transfer Account	Grant No. 1113	Contract No. 6-054-PF-01	Request No. 3									
Telephone No. 228-865-4116		Bank's Name / Address	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">FOR MDECD USE ONLY</th> </tr> </thead> <tbody> <tr> <td>Vendor No.</td> <td>IDIS Voucher No.</td> </tr> <tr> <td colspan="2">Approval</td> </tr> <tr> <td>Signature</td> <td>Date</td> </tr> </tbody> </table>				FOR MDECD USE ONLY		Vendor No.	IDIS Voucher No.	Approval		Signature	Date
FOR MDECD USE ONLY														
Vendor No.	IDIS Voucher No.													
Approval														
Signature	Date													
Section C: Request Per Activity														
Activity	Total Prior Request to Date	This Request	Remaining Balance	HUD ACT. NO.	PGM CODE	SRCE TYPE								
1 Administration	\$14,186.09	\$ 523.74	\$ 12,290.17											
2 Construction	\$ 0.00	\$ 1,938.60	\$393,061.40											
3	\$	\$	\$											
4	\$	\$	\$											
5	\$	\$	\$											
6	\$	\$	\$											
Total:	\$14,186.09	\$ 2,462.34	\$405,351.57											
<p>I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.</p> <p>I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.</p>														
_____ Signature of Authorized Official		_____ Date Signed		Charlotte C. Hurt, SMPDD 10/23/98 Prepared By		_____ Date Prepared								
Larry Benefield, President, Harrison County BOS Typed Name and Title of Authorized Official			228-868-2311 Preparer's Telephone No.											

Original - DFA
Green - FGMR
Blue - ACCI.

Canary - Remittance Copy
Pink - Program Division
Goldfrod - Subgrantee

MDECD 301
(Rev. 7/96)

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

Mississippi Department of Economic and Community Development
Request for Cash Summary Support Sheet

Page 1 of 2

Contractor's Name Harrison County Board of Supervisors

Request No. 3 Grant No. 1113

Contract No. 6-054-PF-01

Invoice Period - Beginning Date October 23, 1998

Invoice Period - Ending Date November 20, 1998

1. Activity: <u>Public Facilities</u>					
Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	(c) Federal Share
A Administration	Southern MS PDD	3193	\$ 90.89	\$ 0.00	\$ 90.89
B Administration	Southern MS PDD	3198 11130023E	\$ 432.85	\$ 0.00	\$ 432.85
C Construction	Brown Steel Contractors, Inc.	1	\$ 1,938.60	\$ 0.00	\$ 1,938.60
D			\$	\$	\$
Subtotal:			\$ 2,462.34	\$ 0.00	\$ 2,462.34

2. Activity: _____					
Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	(c) Federal Share
A			\$	\$	\$
B			\$	\$	\$
C			\$	\$	\$
D			\$	\$	\$
Subtotal:			\$	\$	\$

3. Activity: _____					
Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	(c) Federal Share
A			\$	\$	\$
B			\$	\$	\$
C			\$	\$	\$
D			\$	\$	\$
Subtotal:			\$	\$	\$

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

HARRISON COUNTY BOARD OF SUPERVISORS/SAUCIER UTILITIES, INC.
WATER SYSTEM IMPROVEMENTS
HARRISON COUNTY, MS

PROJECT NO. 6-054-PF-01

COUNTY: HARRISON

IN ACCOUNT WITH: BROWN STEEL CONTRACTORS, INC.; P. O. BOX 549; NEWNAN, GA 30264

Estimate NO. 1 (Progress - Final) Period: September 1, 1998 to September 25, 1998
Total Earned/Reg. Work: This Estimate: \$2,154.00 Last Estimate: \$0 Increase/Decrease: \$2,154.00

ITEM NO.	SPEC. NO.	ITEM	TOTAL QUANTITIES		UNIT	UNIT PRICE	AMOUNT
			On Contr. Price Estimate	Allowed to Date			

SEE ATTACHED SHEETS

SUMMARY

Contract time, working days:	210	Total Earned - Regular Work	2,154.00
Working days during month:	25	Total Force Acct. Work Earned (Stored Material)	0.00
Previous working days:	0	Less Retainage	- 215.40
Total working days to date:	25	Total All Work Due:	1,938.60
Project percent complete:	1%	Less Previous Payments:	0.00
Percentage of elapsed time:	12%	Net Amount Due This Estimate:	1,938.60
		Less Deductions:	0.00
		Net Payment Due CDBG:	1,938.60

CERTIFIED CORRECT:

Bob Brown, Inc.

CHECKED/APPROVAL RECOMMENDED:

Harrison County Board of Supervisors

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1

OWNER: HARRISON COUNTY JOB # 3358 BATSON & BROWN, INC. 11267 HIGHWAY 63 SOUTH LUCEDALE MS 39452	PROJECT: HARRISON COUNTY, MS APPLICATION NO: 1 VIA ARCHITECT: BATSON & BROWN, INC. PERIOD TO: 9/25/98 PROJECT NO: 3358-98 CONTRACT DATE: 7/01/98	DISTRIBUTION TO: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
OWNER CONTRACTOR: BROWN STEEL CONTR, INC. 57 EAST BROAD STREET P. O. BOX 549 NEWNAN, GA 30264		
CONTRACT FOR: HARRISON COUNTY, MS JOB # 3358		

CONTRACTOR'S APPLICATION FOR PAYMENT

*** CHANGE ORDERS ***

PLEASE SEE THE ATTACHED CHANGE ORDER SUMMARY.

I, undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BROWN STEEL CONTR, INC.

Garth W. Wendel Date: 9-25-98
 State of: Georgia County of: Coweta
 subscribed and sworn to before me this 25th day of Sept, 1998
 Notary Public: Clarence L. Hillmitt

Commission expires: Notary Public, Coweta County, Georgia.
My Commission Expires Jan. 25, 2001

Application is made for payment, as shown below, in connection with the Contract. A continuation sheet is attached.

- | | | |
|---|--------|------------|
| 1. ORIGINAL CONTRACT SUM..... | \$ | 215,400.00 |
| 2. Net change by Change Orders..... | \$ | .00 |
| 3. CONTRACT SUM TO DATE..... | \$ | 215,400.00 |
| 4. TOTAL COMPLETED & STORED TO DATE..... | \$ | 2,154.00 |
| 5. RETAINAGE: | | |
| a. 10.00 % of Completed Work \$ | 215.40 | |
| b. .00 % of Stored Materials \$ | .00 | |
| Total Retainage..... | \$ | 215.40 |
| 6. TOTAL EARNED LESS RETAINAGE..... | \$ | 1,938.60 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.... | \$ | .00 |
| 8. CURRENT PAYMENT DUE..... | \$ | 1,938.60 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE..... | \$ | 213,461.40 |

GINBER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

APPROVED BY OWNER:

OWNER: _____

DATE: _____

AMOUNT CERTIFIED.....
(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER
ARCHITECT: BATSON & BROWN, INC.

Bob [Signature] Date: 10/2/98

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ACCEPTED BY USAID REPRESENTATIVE
THE REVIEW AND ACCEPTANCE OF PARIAL PAY ESTIMATES BY USAID DOES NOT ATTEST TO THE CORRECTNESS OF THE QUANTITIES SHOWN OR THAT THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS
BY _____

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

[Faint, illegible text]

APPLICATION AND CERTIFICATE FOR PAYMENT			Page 1a
OWNER : HARRISON COUNTY 3358 BATSON & BROWN, INC. 11267 HIGHWAY 63 SOUTH LUCEDALE MS 39452	PROJECT : HARRISON COUNTY, MS VIA ARCHITECT: BATSON & BROWN, INC.	APPLICATION NO: 1 PERIOD TO: 9/25/98	
LOCAL CONTRACTOR: BROWN STEEL CONTR, INC. 57 EAST BROAD STREET P. O. BOX 549 NEWNAN, GA 30264	PROJECT NO : 3358-98	DISTRIBUTION TO: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/>	
CONTRACT FOR : HARRISON COUNTY, MS JOB # 3358	CONTRACT DATE: 7/01/98	<input type="checkbox"/>	

CHANGE ORDER SUMMARY

Change Orders	ADDITIONS	DEDUCTIONS
Approved in previous months by Owner.		
TOTAL	.00	.00
Approved this month		
Number Date Approved		
TOTALS	.00	.00
Net change by Change Orders	.00	

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

Application Number : 1 ----- CONTINUATION SHEET ----- Page 2 of 2
 Application Date : 9/25/98 F O R
 Period To : 9/25/98 HARRISON COUNTY, MS
 Act's Project No.: 3358-98

1	SCHEDULED	----- WORK COMPLETED -----		STORED	TOTAL COMPLETED	PCT	BALANCE	RETAINAGE
	VALUE	PREVIOUS APPL	THIS PERIOD	MATERIALS	& STORED TO DATE		TO FINISH	
	(c)	(d)	(e)	(f)	(g)		(h)	(i)
BONDS & INSURANCE	2,154.00		2,154.00		2,154.00	100.00		
ENGINEERING/DRAFTING /DESIGN	8,616.00						8,616.00	
FOUNDATIONS	13,700.00						13,700.00	
YARD PIPING	6,500.00						6,500.00	
SITE WORK	1,000.00						1,000.00	
FABRICATED MATERIAL	83,768.00						83,768.00	
FIELD ERECTION	48,069.00						48,069.00	
FIELD PAINT	32,520.00						32,520.00	
ELECTRICAL	18,823.00						18,823.00	
STERILIZATION	250.00						250.00	
TOTALS :	-----	-----	-----	-----	-----	-----	-----	-----
	215,400.00	.00	2,154.00		2,154.00		213,246.00	
TOTALS :	-----	-----	-----	-----	-----	-----	-----	-----
	215,400.00	.00	2,154.00		2,154.00	1.00	213,246.00	

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

HARRISON COUNTY BOARD OF SUPERVISORS/SAUCIER UTILITIES, INC.
WATER SYSTEM IMPROVEMENTS
HARRISON COUNTY, MS

PROJECT NO. 6-054-PF-01

COUNTY: HARRISON

IN ACCOUNT WITH: BROWN STEEL CONTRACTORS, INC.; P. O. BOX 549; NEWNAN, GA 30264

Estimate NO. 1 (Progress - Final) Period: September 1, 1998 to September 25, 1998
 Total Earned/Reg. Work: This Estimate: \$2,154.00 Last Estimate: \$0 Increase/Decrease: \$2,154.00


ITEM NO.	SPEC. NO.	ITEM	TOTAL QUANTITIES		UNIT	UNIT PRICE	AMOUNT
			On Contr. Price Estimate	Allowed to Date			

SEE ATTACHED SHEETS

SUMMARY

Contract time, working days:	210	Total Earned - Regular Work	2,154.00
Working days during month:	25	Total Force Acct. Work Earned (Stored Material)	0.00
Previous working days:	0	Less Retainage	- 215.40
Total working days to date:	25	Total All Work Due:	1,938.60
Project percent complete:	14	Less Previous Payments:	0.00
Percentage of elapsed time:	124	Net Amount Due This Estimate:	1,938.60
		Less Deductions:	0.00
		Net Payment Due CDBG:	1,938.60

CERTIFIED CORRECT:


 Watson & Brown, Inc.

CHECKED/APPROVAL RECOMMENDED:

 Harrison County Board of Supervisors

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM**

INVOICE 3198

15-A 15th St. **THE DISTRICT**
1020 32ND AVENUE
GULFPORT, MISSISSIPPI 39501
(601) 865-2311

DATE: September 10, 1998

Larry Benefield, President
Harrison County Board of Supervisors
P.O. Drawer CC
Gulfport, MS 39502
Attention: Pam Ulrich

Southern MS Planning
and Development District

Fund 230 Department 000 Objective 253

DESCRIPTION	AMOUNT
96 Public Facilities Administ. -- Saucier Utilities -- August 1998	\$432.85
TOTAL DUE	\$432.85

Please Include Yellow Copy of Invoice With Payment. Thank You.

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INVOICE 3193

THE DISTRICT

115-A 15th St. ~~1000 30th Avenue~~
GULFPORT, MISSISSIPPI 39501
(601) 868-2311

DATE: August 18, 1998

TO: Larry Benefield, President Harrison County Board of Supervisors P.O. Drawer CC Gulfport, MS 39502 Attention: Pam Ulrich	Southern MS Planning and Development District Fund 230 Department 000 Objective 253
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DESCRIPTION	AMOUNT
96 Public Facilities Administ. -- Saucier Utilities -- July 1998	\$90.89
TOTAL DUE	\$90.89

Please Include Yellow Copy of Invoice With Payment. Thank You.

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Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted AYE

Supervisor LARRY BENEFIELD voted AYE

Supervisor David V. LAROSA, SR. voted AYE

Supervisor ROBIN ALFRED MIDCALF voted AYE

Supervisor C. T. SWITZER, JR. voted AYE

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

This, the 2nd day of November, 1998.

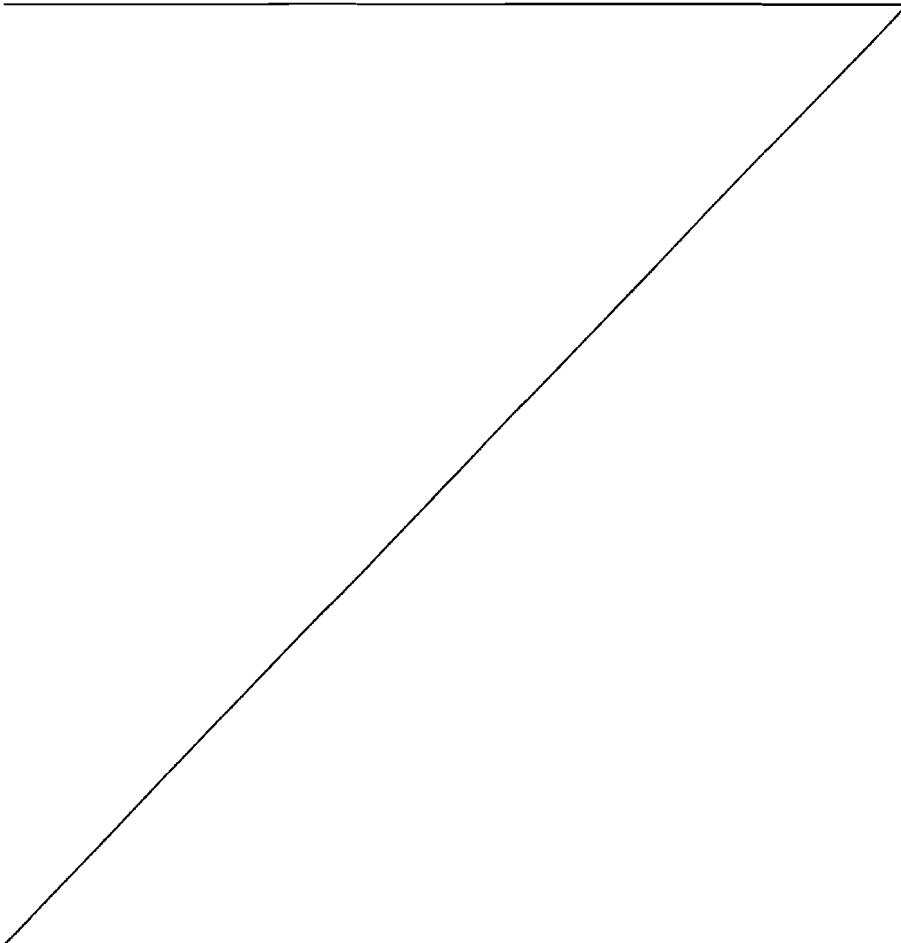
* * *

**MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM**

Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

ORDER AUTHORIZING THE PRESIDENT AND THE CLERK OF THE BOARD TO EXECUTE THE AMENDED AND RESTATED SIXTEENTH SECTION COMMERCIAL LEASE CONTRACT BY AND BETWEEN THE HARRISON COUNTY BOARD OF EDUCATION AND GULFPORT RETAIL PARTNERS, L.P.

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the President and the Clerk of the Board to execute the amended and restated Sixteenth Section commercial lease contract by and between the Harrison County Board of Education and Gulfport Retail Partners, L.P., said lease being as follows, to-wit:



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Prepared by and after recording return to:
 Kane, Russell, Coleman & Logan, P.C.
 3700 Thanksgiving Tower
 1601 Elm Street
 Dallas, Texas 75201
 Attention: David N. Condon
 Telephone: (214) 777-4224

STATE OF MISSISSIPPI

COUNTY OF HARRISON

AMENDED AND RESTATED SIXTEENTH SECTION
COMMERCIAL LEASE CONTRACT

THIS AMENDED AND RESTATED SIXTEENTH SECTION COMMERCIAL LEASE CONTRACT (this "Lease"), is made and entered into effective as of the 28th day of July, 1998 (the "Effective Date"), by and between the HARRISON COUNTY BOARD OF EDUCATION, whose address is Box 1090, Gulfport, MS 39502 ("LESSOR"), and GULFPORT RETAIL PARTNERS, L.P., a Texas limited partnership, whose address is 5605 N. MacArthur, Suite 210, Irving, Texas 75038, Phone (972) 714-0765 ("LESSEE"):

WITNESSETH:

A. That reference is made to that certain Sixteenth Section Commercial Lease Contract, dated as of July 28, 1998 (the "Original Lease"), made and entered into by and between LESSOR and LESSEE, filed for record July 28, 1998, recorded in Book 1417, beginning at Page 512 in the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District; and

B. That upon the execution, delivery and recordation of this Lease in the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, the Original Lease shall be completely amended and restated to read in its entirety as set forth in this Lease.

NOW, THEREFORE, for the terms and in consideration of the fair market annual ground rental hereinafter set forth, and the covenants, conditions, and obligations hereinafter set forth, LESSOR does hereby lease, let and rent unto LESSEE the following commercial land (the "Leased Premises"), under the jurisdiction of the Harrison County School District, to-wit:

Section 16, Township 7, South, Range 11 West

COMMENCING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI; THENCE SOUTH 89° 42' 00" WEST A DISTANCE OF 71.44 FT.; THENCE SOUTH 00° 08' 23" WEST A DISTANCE OF 64.06 FT. TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF COMMUNITY ROAD AND THE WEST RIGHT-OF-WAY OF KLEIN ROAD; THENCE SOUTH 89° 36' 43" WEST ALONG SAID SOUTH RIGHT-OF-WAY OF COMMUNITY ROAD WITH AN EXISTING 100.00 FT. RIGHT-OF-WAY FOR A DISTANCE OF 767.33 FT. TO THE POINT OF BEGINNING; THENCE SOUTH 00° 19' 04" WEST A DISTANCE OF 2557.35 FT. TO A POINT; THENCE FROM SAID POINT RUN ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 35° 46' 01", A RADIUS OF 842.50 FT., A TANGENT OF 271.85 FT. AND AN ARC LENGTH OF 525.93 FT. TO A POINT; THENCE NORTH 45° 09' 51" WEST A DISTANCE OF 245.18 FT. TO A POINT, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE HAVING A DELTA ANGLE OF 27° 27' 53", A RADIUS OF 1555.00 FT.,

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A TANGENT OF 380.00 FT. AND AN ARC LENGTH OF 745.39 FT. TO A POINT; THENCE NORTH 72° 37' 44" WEST A DISTANCE OF 624.00 FT. TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE HAVING A DELTA ANGLE OF 06° 19' 43", A RADIUS OF 804.50 FT., A TANGENT OF 44.48 FT. AND AN ARC LENGTH OF 88.86 FT. TO A POINT; THENCE FROM SAID POINT RUN ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 35° 05' 23", A RADIUS OF 400.00 FT., A TANGENT OF 126.46 FT. AND AN ARC LENGTH OF 244.97 FT. TO A POINT; THENCE NORTH 46° 06' 32" WEST A DISTANCE OF 182.87 FT. TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A DELTA ANGLE OF 50° 27' 19", A RADIUS OF 400.00 FT., A TANGENT OF 188.46 FT. AND AN ARC LENGTH OF 352.25 FT. TO A POINT; THENCE NORTH 04° 20' 48" EAST A DISTANCE OF 199.23 FT. TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A DELTA ANGLE OF 29° 51' 56", A RADIUS OF 350.00 FT., A TANGENT OF 93.34 FT. AND AN ARC LENGTH OF 182.44 FT. TO A POINT; THENCE NORTH 34° 12' 43" EAST A DISTANCE OF 629.57 FT. TO A POINT, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COMMUNITY ROAD; THENCE NORTH 89° 36' 43" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 70.65 FT. TO A POINT; THENCE SOUTH 00° 07' 48" EAST A DISTANCE OF 458.50 FT. TO A POINT; THENCE NORTH 89° 36' 43" EAST A DISTANCE OF 380.00 FT. TO A POINT; THENCE NORTH 00° 07' 48" WEST A DISTANCE OF 458.50 FT. TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COMMUNITY ROAD; THENCE NORTH 89° 36' 43" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 50.00 FT. TO A POINT; THENCE SOUTH 00° 07' 48" EAST A DISTANCE OF 458.50 FT. TO A POINT; THENCE NORTH 89° 36' 43" EAST A DISTANCE OF 329.90 FT. TO A POINT; THENCE NORTH 13° 10' 49" EAST A DISTANCE OF 471.66 FT. TO A POINT, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COMMUNITY ROAD; THENCE NORTH 89° 36' 43" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 963.74 FT. TO THE POINT OF BEGINNING.

Said Leased Premises containing 3,860,441.09 square feet or 88.62 acres, more or less.

1. **REPLACEMENT LEASE.** This Lease is made and entered into between LESSOR and LESSEE with respect to the Leased Premises in substitution for and as a partial replacement of that certain Sixteenth Section Commercial Lease Contract (the "Original Royal Casino Lease"), previously made and entered into between LESSOR, as lessor, and Royal Casino Corporation, a Mississippi corporation ("Royal Casino"), dated November 8, 1993, filed for record December 13, 1993, recorded in Book 1259, beginning at Page 514 in the Real Property Records of Harrison County, Mississippi, as amended by that certain Sixteenth Section Commercial Lease Contract Addendum (the "Addendum"), dated December 5, 1994, made and entered into by and between LESSOR, as lessor, and Royal Casino, as lessee, filed for record February 20, 1995, recorded in Book 1298, beginning at Page 45 in the Real Property Records of Harrison County, Mississippi. The Original Royal Casino Lease as amended by the Addendum is hereinafter referred to as the "Royal Casino Lease". Royal Casino has assigned to LESSEE all of Royal Casino's rights, titles and interests in and to the Royal Casino Lease to the extent, and only to the extent, the same relates to the Leased Premises and all of the benefits, entitlements, hereditaments, rights and privileges relating thereto pursuant to that certain Partial Assignment and Assumption and Partial Termination of Sixteenth Section Commercial Lease Contract, previously made and entered into between Royal Casino, as assignor, and LESSEE, as assignee, dated July 28, 1998, filed for record July 28, 1998, recorded in Book 1417, beginning at Page 501 in the Real Property Records of Harrison County, Mississippi, and this Lease is made and entered into between LESSOR and LESSEE as provided by the Royal Casino Lease and pursuant to Mississippi law.

2. **TERM.** A. The initial term (the "Initial Term") of this Lease shall commence as of the Effective Date, and unless sooner terminated as hereinafter provided, shall expire on the

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8th day of November, 2033, at which time LESSEE shall have an option to renew this Lease for a term not to exceed twenty-five (25) years as determined by LESSEE, and upon said renewal the parties shall execute a new lease setting out the additional lease period and satisfying the provisions of all applicable statutes setting forth the procedure and requirements for the execution of a lease for sixteenth section lands classified for commercial use. LESSEE shall have at that time a prior right, exclusive of all other persons, to re-lease the Leased Premises at an annual fair market ground rental based upon the appraised fair market value of the raw land contained within the Leased Premises, as raw land, excluding all buildings and improvements located on or within the Leased Premises. LESSEE, at the final expiration of the above said twenty-five (25) year term, shall have the prior right, exclusive of all other persons, to re-lease the Leased Premises, for the maximum terms allowed by law at the time of the aforesaid final expiration, and on such other terms as may be agreed upon between LESSEE and LESSOR.

B. In addition to the option rights of LESSEE to renew this Lease and re-lease the Leased Premises as set forth above, LESSOR and LESSEE hereby agree that LESSEE shall have the right, at any time during the Initial Term of this Lease after major capital improvements have been made on the Leased Premises, to request an appraisal of the Leased Premises based upon the appraised fair market value of the raw land contained within the Leased Premises, as raw land, excluding all buildings and improvements located on or within the Leased Premises ("Appraisal") and in accordance with all standards that may be required by applicable laws. In any and all instances, LESSEE shall be responsible for all actual and reasonable expenses incurred in connection with the preparation and approval of any such Appraisal requested by LESSEE, regardless of whether or not LESSEE thereafter exercises the new lease contract option set forth below in this Paragraph 2B. After receipt of such Appraisal as approved by LESSOR and any and all other parties required to approve such Appraisal under applicable laws in order to effect the new lease contract option transaction described below in this Paragraph 2B, LESSEE shall have the option to cancel this Lease and execute a new lease contract as permitted by Mississippi Code of 1972, § 29-3-69, provided that prior to the execution of such new lease contract, the provisions of all applicable statutes setting forth the procedure and requirements for the execution of a lease for sixteenth section lands or lieu lands have been satisfied. Such new lease contract shall include the following provisions: (i) an initial term of a maximum of forty (40) years as determined by LESSEE; (ii) an annual fair market ground rental based upon such Appraisal; and (iii) other applicable terms and provisions the same as contained in this Lease. LESSEE's option to cancel this Lease and enter into a new lease contract as provided by this Paragraph 2B shall be exercised, if at all, within ninety (90) days after LESSEE's receipt of the Appraisal approved by LESSOR and any and all other parties required to approve such Appraisal under applicable laws in order for LESSOR to enter into such new lease contract.

3. RENT. A. LESSEE covenants and agrees to pay as annual ground rental to LESSOR at the office of the Harrison County Superintendent of Education, P.O. Box 1090, Gulfport, Mississippi, 39502 the sum of Sixty Five Thousand Six Hundred Two and 13/100 Dollars (\$65,602.13) in annual installments subject to rent adjustments as hereinafter provided. It is specifically agreed between LESSOR and LESSEE that LESSEE will have the unrestricted right to pay said annual rent in monthly installments of Five Thousand Four Hundred Sixty Six and 84/100 Dollars (\$5,466.84) which shall be due and payable on the first day of each and every month during which the right to make monthly payments is being executed.

B. Rent set forth herein is subject to the rent adjustment clause in Paragraph 17 of this Lease. Any further lease granted to an assignee or other transferee in accordance with the provisions of Paragraph 5 herein, which lease is executed more than one (1) year after the execution of this Lease, shall have its annual rental adjusted from inception of said original lease in accordance with Paragraph 17 of this Lease.

C. Notwithstanding anything to this Lease which may appear to the contrary, the actual amount of annual ground rental to be paid to LESSOR by LESSEE for the first year of this Lease shall be an amount equal to the product of Sixty Five Thousand Six Hundred Two and 13/100 Dollars (\$65,602.13) divided by Three Hundred Sixty Five (365) multiplied by the actual number of calendar days in the period beginning on the Effective Date and ending on November 7, 1998.

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4. TAXES AND SPECIAL ASSESSMENTS. LESSEE covenants and agrees to pay any and all general property taxes, ad valorem taxes and special assessments, if ever any there be, applicable to or against the Leased Premises and improvements thereon, and LESSEE's interest therein. LESSEE shall not be obligated or required to pay any income, profit or revenue tax upon the income or receipts of LESSOR. LESSEE will furnish LESSOR paid tax receipts for the preceding year at the time annual rental installments are paid. Notwithstanding the foregoing, LESSEE, at LESSEE's own cost and expense may contest the amount or validity of any tax or assessment ("Imposition") in any manner permitted by law. Such contest by LESSEE may include appeals from any judgment, decree or order until a final determination is made by a court or governmental department or authority having final jurisdiction in the matter. However, notwithstanding any such contest by LESSEE, LESSEE shall pay the contested Imposition as provided in this Paragraph, unless, in the case of a contest by LESSEE, LESSEE is permitted to withhold payment of the contested Imposition in connection with such contest if allowed by applicable laws; and in such case, LESSEE may defer the payment of the Imposition LESSEE is contesting.

5. ASSIGNMENT. LESSEE may freely assign this Lease in whole or in part, whereupon LESSEE shall be relieved of any obligations accruing subsequent to the assignment, subject to the consent of LESSOR, which consent shall not be unreasonably withheld or arbitrarily denied, and action by LESSOR upon LESSEE's request to assign this Lease shall be made no later than thirty (30) days after written notice of LESSEE's request for said consent. Any assignee shall have the exclusive right to obtain a new commercial lease at the same annual rental set forth in Paragraph 3 of this Lease, pro-rated to the portion of the Leased Premises thereby transferred. In the event of an assignment of LESSEE's leasehold estate in and to the Leased Premises, LESSEE shall, within thirty (30) days after such assignment, give notice in writing and provide a true copy of the instrument evidencing such assignment to LESSOR. In connection with any assignment of this Lease, LESSEE shall be relieved of any obligations accruing subsequent to such assignment as to any parcels assigned, including, without limitation, future rent payments and liability under Paragraph 10 and Paragraph 11 below.

6. SUBLEASE. LESSOR and LESSEE acknowledge and agree that LESSEE intends to develop the Leased Premises as a shopping center and that LESSEE shall have the unrestricted right to enter into sublease agreements relating to portions of the Leased Premises with various tenants for retail, restaurant, service and/or office purposes or for any other lawful use whatsoever in connection therewith without the consent of LESSOR. LESSOR shall, within fifteen (15) days of LESSEE's request accompanied by a true copy of any sublease permitted hereunder, execute and deliver to any subtenant under such sublease, a nondisturbance agreement reasonably acceptable to LESSOR and such subtenant, which shall assure such subtenant, so long as such subtenant is not in default under its sublease after applicable periods for notice, grace and/or opportunity to cure defaults under such sublease, the quiet possession of its subleasehold estate not extending beyond the term thereof.

7. NO GAMING SITES. Notwithstanding anything in this Lease to the contrary, LESSEE covenants and agrees that no portion of the Leased Premises shall be developed, leased, used or occupied for gaming purposes.

8. OWNERSHIP OF IMPROVEMENTS. A. Upon final expiration or the sooner termination of this Lease, including any renewals or extensions hereof, all improvements made by LESSEE (or LESSEE's successors, assigns and sublessees) during the term of this Lease then and on that date situated on the Leased Premises shall become the property of LESSOR, except that LESSEE shall have one hundred twenty (120) days after expiration or termination to remove any improvements made by LESSEE (or LESSEE's successors, assigns and sublessees) during the term of this Lease, at LESSEE's election; provided, however, that LESSEE shall during said time to remove improvements pay the pro-rata rent in effect at the time of said expiration or termination. While this Lease continues in force and effect, LESSEE shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any improvements on the Leased Premises made by LESSEE during the term of this Lease as LESSEE may in its sole discretion elect so to do, and

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LESSOR, while this Lease or any extension thereof continues in force and effect, shall have no ownership interest in any such improvements.

B. If any buildings are removed by LESSEE, LESSOR shall have the right to require LESSEE to remove all foundations and paved areas, fill any excavations with soil material similar to the soils found on the site and suitable as a foundation support for further construction and generally restore the Leased Premises to a condition suitable for construction, use and occupancy by others unless same shall be specifically waived by LESSOR.

C. LESSEE shall have the right, without LESSOR's consent, to remove existing structures and to construct new or replacement buildings, structures or other improvements on the Leased Premises. Nothing contained in this Lease shall be construed to require LESSEE to secure LESSOR's permission for exterior or interior alteration within existing or hereafter constructed structures or for ordinary maintenance procedures.

9. **DEFAULT.** A. Any one of the following events which is not cured within the cure period set forth in Paragraph 9B below shall constitute grounds for immediate default of this Lease:

- (a) Failure to pay rent within thirty (30) days after the due date thereof.
- (b) Failure to pay ad valorem or other taxes applicable to the Leased Premises as or when due which may be imposed upon the leasehold estate by any taxing authority.
- (c) Any full or partial assignment or sublease made in violation of the provisions of this Lease.

B. In the event of LESSEE's default in the obligation to pay rent or any other obligation of LESSEE under this Lease requiring the payment of money, LESSEE shall be entitled to notice in writing of such breach and shall have thirty (30) days from the date of the notice to cure such breach. In the event of LESSEE's breach of any covenant or obligation contained in this Lease other than LESSEE's obligation to pay rent, LESSEE shall be entitled to notice in writing of the breach and shall have sixty (60) days from the date of the notice to cure or correct such breach provided that if such breach cannot with reasonable diligence be cured within said 60-day period, same shall not constitute a default hereunder if LESSEE commences to cure such breach within said 60-day period and continues to complete such cure with reasonable diligence. Upon the failure of LESSEE to correct or cure such breach within such time period, LESSOR shall have the option to declare this Lease in immediate default. LESSOR's failure to assert any grounds for default shall not be deemed a waiver of the right to do so at any time. In the event of default in the payment of rent or breach of any of the terms of this Lease, and if the same is turned over to any attorney for collection or other action, or in the event that any other litigation is commenced by either party to this Lease, it is agreed that the party who does not prevail in such litigation shall pay all costs of such collection or other action, including a reasonable attorney's fee.

10. **REMEDIES.** In the event of LESSEE's breach of any obligation herein expressed and such default is not corrected within the time allowed, then LESSOR, having declared this Lease in default, shall have the following rights and may exercise any one or more of the following remedies in addition to such other rights, remedies and liens as may be allowed at law or in equity:

- (a) LESSOR may declare this Lease terminated and may then enter upon and take possession of the Leased Premises. LESSOR shall not be obligated to relet the Leased Premises, but any amount received pursuant to any subsequent lease shall be the exclusive property of LESSOR. Provided, however, that any rent collected pursuant to this provision shall be an offset against any rents due from LESSEE.

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- (b). LESSOR may require specific performance of LESSEE's obligations with respect to the condition of the Leased Premises or may hold LESSEE liable for the cost of performing such obligations.

11. WASTE. LESSEE shall be responsible for any damage that may be caused to LESSOR's property by the activities of LESSEE or its subleases under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises against fire and damage from any and all other causes. LESSEE shall exercise due diligence to protect the Leased Premises from undue waste or other damages.

12. INDEMNIFICATION. LESSEE agrees to save harmless, protect and indemnify LESSOR from and against any and all loss, damages, claims, suits or actions at law, judgments and costs, including attorney's fees, which may arise or grow out of any injury to or death of persons, or damages to property, caused by, arising from or in any manner connected with the exercise of any right granted or conferred hereby, of the use, maintenance, operation or condition of the Leased Premises or the activities thereon conducted by LESSEE, whether sustained by LESSEE, LESSOR, their respective agents or employees, or by any other persons, or corporations which seek to hold LESSOR liable except to the extent caused by the negligence or willful misconduct of LESSOR or LESSOR's agents, employees or contractors. LESSEE agrees that in the event LESSEE secures Liability Insurance on the Leased Premises, LESSOR shall be listed as an additional insured with LESSEE at LESSEE's expense.

13. CURING OF DEFAULTS. Notwithstanding any provisions of this Lease containing a default provision, any and all present or future holders of a mortgage, deed of trust or other security agreement secured by the Leased Premises shall have the right of a sixty (60) day written notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of this Lease may be invoked, such holder of such mortgage, deed of trust or other security interest shall have sixty (60) days after receipt of written notice to either require the correction of such default or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to said properties and correct such default.

14. TITLE, RECORDING AND PROCESSING. LESSOR shall certify to LESSEE that LESSOR holds fee simple title to the Leased Premises with the authority to lease said Leased Premises and that said leasehold title delivered to LESSEE under this Lease is marketable. LESSOR will provide such opinions of title and other such documents as may be required by LESSEE.

15. CLASSIFICATION. This Lease is granted in accordance with the laws and regulations for school lands classified as commercial.

16. RESERVATIONS. A. LESSOR reserves title to all timber, minerals, oil, gas, metals, compounds of metals, metal bearing ores, coal, lignite or other subterranean rights together with the right of ingress and egress, notwithstanding which LESSEE shall have the right to pave and grade the Leased Premises as necessary for LESSEE's use, provided, however, LESSOR agrees that the foregoing reservation will not interfere with LESSEE's use or intended use of the Leased Premises for the purposes herein set forth.

B. LESSOR reserves the right to grant or to sell right-of-way easements for roads, highways, railroads, telephone lines, electric lines, water lines and other utility lines, provided, however, LESSOR agrees to grant no lease or right-of-way that will interfere with LESSEE's use or intended use of the Leased Premises for the purposes herein set forth.

C. LESSOR reserves the right to lease the Leased Premises for the exploration and development of oil, gas and minerals together with the right of ingress and egress for such purposes, but LESSOR covenants that no surface or subsurface operations will occur on the Leased Premises during LESSEE's tenancy.

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17. RENT ADJUSTMENT. A. Beginning on November 8, 1998, and on November 8 of each calendar year thereafter through and including November 8, 2003, the annual rental on the leased premises shall be increased in the amount of four percent (4%) of the prior year's annual rent, compounded annually. Beginning on November 8, 2003, and on November 8 of each calendar year during the Initial Term thereafter, the annual rental shall be increased in the amount of five percent (5%) of the prior year's rental, compounded annually. Such increase shall be due and payable with the annual lease rental on November 8 of each year of this Lease.

B. This annual rent adjustment shall satisfy the rent adjustment required "not less than once very ten (10) years" under Miss. Code of 1972, Section 29-3-69 as annotated and amended. See Exhibit "A" attached hereto and made a part hereof for a schedule of rental payments.

18. QUIET AND PEACEABLE POSSESSION. LESSEE shall have quite and peaceable possession so long as compliance is made by LESSEE with the terms of this Lease. LESSEE will allow LESSOR or its authorized representatives necessary and reasonable access to the Leased Premises during the last twelve (12) months of the term of this Lease for purposes of appraisals or showing for releasing, and LESSEE further agrees to give reasonable access to appraisers during the lease term for purposes as hereinabove provided. However, access by LESSOR's agents shall in no way interfere with LESSEE's use and enjoyment of the Leased Premises during the term of this Lease.

19. SUCCESSORS. The provisions of this Lease shall be fully binding upon LESSOR's successors and assigns and LESSEE's successors and assigns.

20. GENERAL DUTIES OF LESSEE. LESSEE agrees:

- (a) to comply with all laws and ordinances applicable to the use of the Leased Premises;
- (b) to allow LESSOR or its authorized representatives reasonable access to the Leased Premises during normal business hours upon reasonable prior notice, subject to rights of subtenants;
- (c) to pay interest at the maximum rate allowed by law on any rent that is past due for more than fifteen (15) days;
- (d) to conduct no illegal activities upon the Leased Premises;
- (e) to perform all obligations under this Lease without notice or demand; and
- (f) to surrender the Leased Premises to LESSOR upon the termination or expiration of this Lease.

21. CREATION OF SECURITY INTERESTS.

A. LESSEE and every successor and assignee of LESSEE is granted the right to create a mortgage, deed of trust or other security interest in this Lease and the Leased Premises, in whole or in part, and to assign this Lease and any of LESSEE's subleases as collateral for such security interest without LESSOR's consent.

B. If the holder of such a mortgage, deed of trust or other security interest in this Lease shall institute foreclosure proceedings for default in the mortgage, deed of trust or other security agreement, which proceedings result in a sale of LESSEE's interest in this Lease, then in such event the purchaser at such foreclosure sale shall thereby acquire LESSEE's interest in this Lease as to the extent of the Leased Premises covered by said foreclosure.

C. No such foreclosure or resulting sale shall constitute a violation of any restriction or prohibition of assignments, sub-leases, or transfer of this Lease.

**MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM**

D. The purchaser at said foreclosure shall have the right to sell or assign, in whole or in part, the interest so acquired without the prior written approval of LESSOR. LESSOR agrees to grant a new lease to the assignee of any purchaser at a foreclosure sale on the said terms and conditions as this Lease.

E. LESSOR agrees at any time, and from time to time, upon not less than ten (10) days' prior written notice by LESSEE or any assignee, sublessee or mortgagee of LESSEE, to execute, acknowledge, and deliver without charge, a statement in writing stating that this Lease is unmodified (or if there are modifications, identifying the same by the date thereof and specifying the nature thereof), that no notice of default or notice of termination of this Lease has been delivered by LESSOR to LESSEE (or if LESSOR has served such notice, that the same has been revoked, if such is the case), that to LESSOR's knowledge, no default or event which, with the passage of time or giving of notice, or both, could constitute a default under this Lease (or if any such event of default does exist, specifying the same), specifying the date to which rent has been paid by LESSEE and setting forth any additional rent or other charges which may be due by LESSEE.

22. CONDEMNATION PROCEEDINGS. In the event the Leased Premises or any portion thereof shall be the subject of condemnation proceedings by eminent domain, LESSOR and LESSEE shall share in the compensation based on the value of their respective interests as allowed by law.

23. COVENANTS. As an inducement to the making of this Lease, the parties make the following covenants, representations and warranties:

- (a) LESSEE, as the holder of this lease, is the sole party having any claim provided by law to a lease of the Leased Premises.
- (b) LESSOR expressly covenants to LESSEE that any portion of the Leased Premises which includes the surface rights over or under the utility easements previously granted by LESSOR to other parties shall be used by LESSEE without interference, fencing, or other obstruction or objection for the purpose and use of surfacing said easements for roadways and parking for LESSEE and its businesses.
- (c) LESSOR expressly agrees and covenants that none of the said easements over, across, or under any of the Leased Premises will allow fencing, obstruction or other use of said easements that would prevent LESSEE from using the surface of said easements for parking and roadways on the surface thereof.
- (d) LESSOR covenants to relocate to other lands Esco Smith Memorial Park (approximately 33 acres) now leased to the Board of Supervisors, to terminate such lease agreement with the Board of Supervisors and to obtain the written consent of any and all other parties as may be required so that such land demised by such lease agreement by and between LESSOR and the Board of Supervisors may be used other than for outdoor recreational use. Said relocation shall be commenced on a mutually agreed to start date and shall be completed within 180 days after written notice to both parties of such start date. LESSEE agrees to remove and relocate, on lands provided by LESSOR, the physical structures and equipment which constitute the ballpark located on said land and to assist in site preparation.
- (e) LESSOR covenants to LESSEE that no wastewater or storm drainage holding pond will be approved or allowed within any present or future easement, lease or sub-lease within the Leased Premises and that no wastewater or storm drainage lift station will be approved or allowed within any present or future easement, lease or sub-lease on the Leased Premises unless such lift-station shall first have received the consent of LESSEE.

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24. **RIGHT TO TERMINATE AND RELEASE.** Any provision of this Lease to the contrary notwithstanding, it is understood and agreed between the parties that LESSEE may terminate and cancel this Lease and surrender the Leased Premises to LESSOR at will, without any penalty therefor. Any such termination by LESSEE shall be in writing pursuant to Paragraph 36 below and following such termination, LESSEE shall be relieved of any further obligation under this Lease; provided, however, that LESSEE shall bring current any and all past due rent payments prior to any such termination. LESSOR agrees that any such termination or release of this Lease shall not interfere with or impair the rights of any then-existing assignees or subleases so long as such subleases have been previously approved by LESSOR, and LESSOR agrees to enter into new lease agreements with any such assignees or subleases on the same terms and conditions.

25. **COOPERATION BETWEEN THE PARTIES.** LESSOR shall render LESSEE its full and complete cooperation and consent, including but not limited to the execution and delivery of all documents and instruments necessary and proper (at no cost to LESSOR) in (i) obtaining all approvals, including, without limitation, zoning approval for commercial use, building permits, demolition permits, environmental agency approvals for commercial uses, licenses, permits and approval from the Army Corps of Engineers, or any similar agencies, and other licenses, zoning approvals, permits and approvals required for the development, construction and operation of LESSEE's proposed development of the Leased Premises from the United States of America, the State of Mississippi, County of Harrison, City of Gulfport, or any agencies and/or subdivisions of the Federal Government or such states or municipalities having jurisdiction and (ii) removing or re-routing existing easements and/or granting new easements, as may be required in order to develop, construct and operate LESSEE's proposed development of the Leased Premises. LESSEE acknowledges and agrees that LESSOR's granting of any new easements at the request of LESSEE pursuant to this Paragraph 25 shall not decrease the annual ground rental to be paid to LESSOR or otherwise affect such obligation in any manner.

26. **GOOD FAITH.** The parties hereto agree to deal in good faith with each other. In order to facilitate and expedite the satisfaction and fulfillment of all things mentioned in this Lease, the parties agree to fully cooperate with each other and to sign any and all additional papers or documents as may be necessary to fulfill LESSEE's intent to develop the Leased Premises for commercial use.

27. **HAZARDOUS SUBSTANCES.** LESSOR hereby certifies to LESSEE and agrees as follows:

- (a) LESSOR has no knowledge after due investigation of
 - (i) the presence of any hazardous substances on the Leased Premises; or
 - (ii) any spills, releases, discharges, or disposal of hazardous substances that have occurred or are presently occurring on or onto the Leased Premises, or
 - (iii) any spills or disposal of hazardous substances that have occurred or are presently occurring off the Leased Premises as the result of any construction on or operation and use of the Leased Premises.
- (b) After the execution of this Lease, LESSEE may cause to be made a Phase I or Level I environmental study. In the event such study indicates that a Phase II or Level II study is necessary, then LESSEE may undertake, at its expense, such additional study and any additional studies necessary to insure that the Leased Premises is free of all hazardous substances.
- (c) In connection with the use of the Leased Premises, LESSOR represents for itself, its contractors, subcontractors, and any and all of its agents that as of the date of the signing hereof it has no knowledge after due investigation of any failure to comply with all applicable local, state, and federal

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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environmental laws, regulations, ordinances, and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of hazardous substances.

- (d) LESSOR warrants and represents to LESSEE that the Leased Premises have not been the site of storage of or contamination by any hazardous substances.
- (e) LESSOR will immediately take all actions which are necessary to clean up any hazardous substances affecting the Leased Premises, which contamination existed prior to execution of this Lease, including the removal, containment, and remedial action required by applicable governmental authorities. Time is of the essence of this provision.
- (f) LESSOR agrees to indemnify and hold LESSEE harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and costs and expenses (including attorney fees) arising directly or indirectly from or out of or in any way connected with
 - (i) the inaccuracy of the representations contained in this Paragraph 27, or
 - (ii) any activities on the Leased Premises during LESSOR's possession which directly or indirectly results in the Leased Premises becoming contaminated with hazardous substances, or
 - (iii) the discovery of hazardous substances on the Leased Premises which were existing on the Leased Premises prior to execution of this Lease and which are in no way attributable to LESSEE.
- (g) LESSOR acknowledges that it will be solely responsible for all costs and expenses related to the clean up of hazardous substances from the Leased Premises or from any other property which might become contaminated with hazardous substances as a result of activities on or the contamination of the Leased Premises prior to execution of this Lease, LESSOR shall cause such cleanup to be done as soon as possible after discovery, notwithstanding that the discovery may occur after the execution of this Lease.
- (h) LESSOR's obligations under this paragraph are unconditional. The representations, warranties, and covenants of LESSOR set forth in this paragraph shall continue in effect during the term of this Lease and any renewal or extension thereof.
- (i) As used in this paragraph, "hazardous substances" shall include "hazardous waste" and shall mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic, or radioactive substance, petroleum, including crude oil or any fraction thereof, flammable explosives, asbestos, any material containing polychlorinated biphenyls, and any of the substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601, et seq., or any other federal, state, local, or other governmental legislation, statute, law, code, rule, regulation, or ordinance identified by its terms as pertaining to the disposal, storage, generation or presence of hazardous substances or waste.

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28. REMOVAL OF TREES. The parties agree that LESSEE shall designate the trees on the Leased Premises which LESSEE desires to retain, and thereafter LESSOR shall cause the Forestry Commission to remove the trees not so designated and sell them for the exclusive benefit of LESSOR.

29. NO OFF-SITE COSTS. LESSOR covenants and promises that there are no off-site costs required of or assessable to the Leased Premises or to LESSEE or its assigns by any governmental agency occasioned by LESSEE's contemplated use.

30. COSTS AND EXPENSES. A. Except as provided in this paragraph, LESSOR shall pay all of its costs and expenses related to the execution of this Lease; however, the following items shall be paid by LESSEE:

- (a) All costs associated with permitting before Harrison County.
- (b) LESSEE's legal costs and expenses.
- (c) Recording fees of the Chancery Clerk of Harrison County.
- (d) Any survey costs for any new survey. If errors are found as it relates to acreage, the survey may be corrected for the determination of actual usable acreage.
- (e) Any costs associated with any environmental study done by LESSEE.

B. Further, it shall be LESSEE's responsibility to pay for, or to cause to be done by persons or entities other than LESSOR, any construction, roadways, bridges, or other improvement which LESSEE desires to be done to the Leased Premises, and LESSOR shall not be responsible for any such costs. However, LESSOR shall use its best efforts to cooperate with LESSEE to prevent interruption of the full use of the Leased Premises for LESSEE's intended use.

31. SPECIAL PROVISIONS. A. LESSEE agrees that in the event LESSOR's liability insurance status changes, due to any change in the State's present Sovereign Immunity Doctrine, LESSOR may require LESSEE to name LESSOR as an additional insured of LESSEE's Liability Insurance.

B. If mitigation is required for any lands covered herein, the lands used for said mitigation purposes shall be provided by LESSOR without any cost to LESSEE.

C. LESSEE will construct a privacy fence between the Leased Premises and Bel Aire School.

D. The parties agree that LESSEE shall have the right to dedicate streets, bridges and like improvement to any political subdivision or body politic with authority to receive same. LESSOR agrees to join into or execute any additional documents necessary for said dedication in order to bind LESSOR's fee interest in the Leased Premises. Notwithstanding any term or provision of this Lease to the contrary, the parties further agree that the dedication of any streets, bridges and like improvements by LESSEE to any political subdivision or body politic with authority to receive same and/or the joinder or execution by LESSOR of any additional documents necessary for said dedication shall not result in any decrease in the amount of ground rental or any other amount to be paid to LESSOR under this Lease or otherwise affect any obligations of LESSEE under this Lease in any manner.

32. MODIFICATION. This Lease contains all of the agreements and representations between the parties. No change or modifications of this Lease shall be valid unless the same be in writing and signed by LESSOR and LESSEE.

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33. EFFECT ON PRIOR AGREEMENTS. This Lease supersedes all prior agreements between the parties hereto with respect to the Leased Premises.

34. BROKERS. Each party hereto represents to the other that it has had no dealing with any real estate broker or finder, and agree to defend, indemnify, and hold each other harmless from any and all losses or claims arising out of or related to any claim for commission or brokerage fee as a result of any breach of this representation and warranty.

35. ZONING. LESSOR represents to LESSEE that the Leased Premises is classified and zoned for commercial use and may be used for hotels, motels, office building, parking garages, festival marketplaces, shopping centers, service stations or any other commercial facilities.

36. NOTICES. All communications between the parties hereto and notices herein shall be in writing and shall be mailed and faxed to the parties at the following addresses and numbers:

to: LESSEE

Gulfport Retail Partners, L.P.
 5605 N. MacArthur Blvd., Suite 210
 Irving, Texas 75038
 Fax No. (972) 714-0766

with information copy to:

T.W. Realty, Inc.
 9669 N. Central Expressway, Suite 290
 Dallas, Texas 75231
 Fax No. (214) 360-9155

with information copy to:

Raymond J. Kane, Esq.
 Kane, Russell, Coleman & Logan, P.C.
 3700 Thanksgiving Tower
 1601 Elm Street
 Dallas, Texas 75201
 Fax No. (214) 777-4299

to: LESSOR ;or if sent by courier or overnight delivery

<p>The Board of Education Harrison County School District Henry Arledge, Superintendent P.O. Box 1090 Gulfport, MS 39502 Fax No. (601) 865-4259</p>	<p>The Board of Education Harrison County School District Henry Arledge, Superintendent 1801 23rd Avenue Gulfport, MS 39501</p>
--	---

with information copy to: ;or if sent by courier or overnight delivery

<p>Albert Necaie, Esq. P.O. Box 717 Gulfport, MS 39502 Fax No. (601) 868-8307</p>	<p>Albert Necaie, Esq. 1621 23rd Avenue Gulfport, MS 39501</p>
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Or at such other address and/or fax number as either party may designate pursuant to this paragraph.

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37. FORCE AND EFFECT. If any provision of this Lease is declared void, by a court of jurisdiction over the subject matter, then the provision declared void shall be deemed deleted from this Lease and all other provisions of this Lease shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**MINUTE BOOK
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NOVEMBER 1998 TERM**

IN WITNESS WHEREOF, this Lease is executed by LESSOR pursuant to order entered upon its minutes and is subject to the present lease on Esco Smith Memorial Park by the Harrison County Board of Supervisors and approval of this Lease by said Board of Supervisors. This Lease is executed by LESSEE on this the 21st day of September, 1998, but effective as of July 28, 1998.

LESSOR:

HARRISON COUNTY BOARD OF EDUCATION

By: Henry Arledge
Henry Arledge,
Superintendent of Education

By: William Bradley
William Bradley,
President of the Board of Education

STATE OF MISSISSIPPI §
 §
COUNTY OF HARRISON §

This day personally appeared before me, the undersigned authority at law in and for the above named State and County, the within named Superintendent of Education and the President of the Board of Education of Harrison County, Mississippi, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, in the capacity therein set forth, and after having been authorized to do so by Order of said Board as recorded in Minute Book ___ at Page ___.

Given under my hand and official seal on this the 13th day of October, 1998.

Jodi Palmer
Notary Public in and for the
State of Mississippi
My Commission Expires: _____

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 18, 2000
BONDED THRU STEGALL NOTARY SERVICE

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LESSEE:

GULFPORT RETAIL PARTNERS, L.P.,
a Texas limited partnership

By: KBI, Inc.,
a Texas corporation,
Managing General Partner

By: _____
David P. Berndt,
President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this ___ day of _____, 1998, by David P. Berndt, as President of KBI, INC., a Texas corporation, Managing General Partner of **GULFPORT RETAIL PARTNERS, L.P.**, a Texas limited partnership, on behalf of the partnership, who is personally known to me to be the person and officer who signed the foregoing instrument and he acknowledged that the execution thereof was his free act and deed as such officer of such corporation, and as the act and deed of such corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal this ___ day of _____ 1998.

Notary Public in and for the State
of Texas

My Commission Expires: _____

**MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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APPROVAL

The Harrison County, Mississippi Board of Supervisors does hereby approve this Lease and the consideration stipulated for in this Lease.

WITNESS THE SIGNATURE of the said Board of Supervisors on this the ____ day of _____, 1998.

HARRISON COUNTY, MISSISSIPPI BOARD OF SUPERVISORS

By: _____
Larry Benefield,
President of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

STATE OF MISSISSIPPI §
 §
COUNTY OF HARRISON §

This day personally appeared before me, the undersigned authority at law in and for the above named State and County, the within named President of the Board of Supervisors of Harrison County, Mississippi, who acknowledged that he/she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, in the capacity therein set forth, and after having been authorized to do so by Order of said Board as recorded in Minute Book ____ at Page ____.

Given under my hand and official seal on this the ____ day of _____, 1998.

Notary Public in and for the
State of Mississippi

My Commission Expires: _____

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Exhibit "A"

Annual Rentals

<u>LEASE YEAR</u>	<u>ANNUAL RENTAL</u>
November 8, 1997 - November 7, 1998	65,602.13
November 8, 1998 - November 7, 1999	68,226.23
November 8, 1999 - November 7, 2000	70,953.38
November 8, 2000 - November 7, 2001	73,791.52
November 8, 2001 - November 7, 2002	76,743.18
November 8, 2002 - November 7, 2003	79,812.91
November 8, 2003 - November 7, 2004	83,803.55
November 8, 2004 - November 7, 2005	87,993.73
November 8, 2005 - November 7, 2006	92,393.42
November 8, 2006 - November 7, 2007	97,013.09
November 8, 2007 - November 7, 2008	101,863.75
November 8, 2008 - November 7, 2009	106,956.93
November 8, 2009 - November 7, 2010	112,304.78
November 8, 2010 - November 7, 2011	117,920.02
November 8, 2011 - November 7, 2012	123,816.02
November 8, 2012 - November 7, 2013	130,006.82
November 8, 2013 - November 7, 2014	136,507.16
November 8, 2014 - November 7, 2015	143,332.52
November 8, 2015 - November 7, 2016	150,499.15
November 8, 2016 - November 7, 2017	158,024.11
November 8, 2017 - November 7, 2018	165,925.31
November 8, 2018 - November 7, 2019	174,221.58
November 8, 2019 - November 7, 2020	182,932.66
November 8, 2020 - November 7, 2021	192,079.29
November 8, 2021 - November 7, 2022	201,683.26
November 8, 2022 - November 7, 2023	211,767.42
November 8, 2023 - November 7, 2024	222,355.80
November 8, 2024 - November 7, 2025	233,473.59
November 8, 2025 - November 7, 2026	245,147.27
November 8, 2026 - November 7, 2027	257,404.63
November 8, 2027 - November 7, 2028	270,274.86
November 8, 2028 - November 7, 2029	283,788.60
November 8, 2029 - November 7, 2030	297,978.03
November 8, 2030 - November 7, 2031	312,876.93
November 8, 2031 - November 7, 2032	328,520.78
November 8, 2032 - November 7, 2033	344,946.82

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Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

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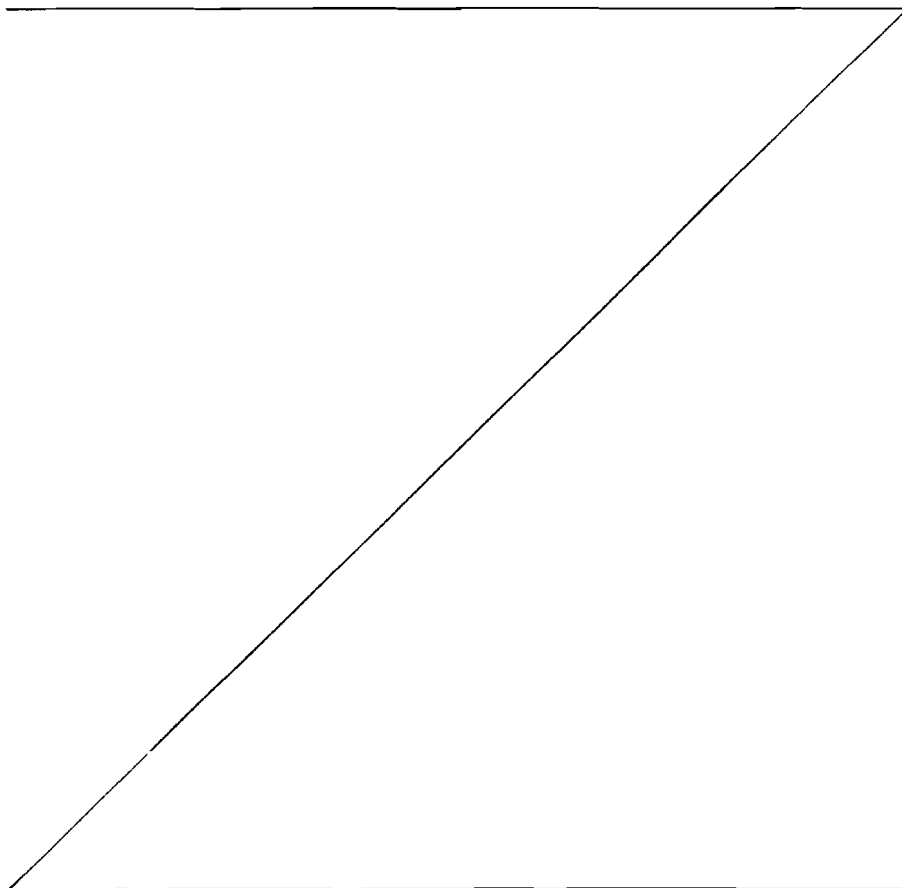
Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER ACKNOWLEDGING RECEIPT OF THE
REQUESTS FOR REVIEW OF APPLICATION FILED
WITH THE MISSISSIPPI DEPARTMENT OF MARINE
RESOURCES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the requests for review of application filed with the Mississippi Department of Marine Resources, as listed:

1. Mike Guthrie, DMR-M 99052-P;
2. Destination Broadwater, DMR-M99101-Z.

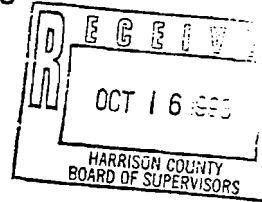
The documents in connection therewith are as follows,
to-wit:



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**MISSISSIPPI
DEPARTMENT OF MARINE RESOURCES**



REQUEST FOR REVIEW OF APPLICATION

TO: Mayor, City of Biloxi
District Attorney, Harrison County
Harrison County Prosecuting Attorney
Harrison County Board of Supervisors *This copy to:*
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 Mike Guthrie; DMR-M 99052-P
Boatramp

DATE: October 14, 1998

In accordance with the provisions of the Coastal Wetlands Protection Law, we herewith enclose a copy of the application by Mike Guthrie.

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 November 16, 1998.

If you do not wish to submit comments on this application, please acknowledge receipt by signing and returning this Request to the Department of Marine Resources.

ACKNOWLEDGMENT OF RECEIPT: _____
Signature Date

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JOINT APPLICATION AND NOTIFICATION

U.S. DEPARTMENT OF ARMY CORPS OF ENGINEERS
MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY/OFFICE OF POLLUTION CONTROL Resources

RECEIVED
JUL 29 1998

This form is to be used for proposed activities in waters of the United States and Mississippi and for the erection of structures on suitable sites for water dependent industry. Note that some items, as indicated, apply only to projects located in the coastal area of Hancock, Harrison and Jackson Counties.

1. Date
07 27 98
month day year

2. Applicant (mailing address and telephone)
Mr. Mike Guthrie Jim Sessions
P.O. Box 10170 4418 Audubon Trail
Gulfport, MS 39505-0170 Biloxi, MS 39530
228-832-9953 228-396-0204

3. Official use only
COE
DMR \$100.00 #2341
DEQ
A95
DATE RECEIVED 7/29/98

4. Project location
Street Address 4418 Audubon Trail City/Community Biloxi
Name of Waterway Tchoutacaboufa River Latitude Longitude (if known)
Geographic location: Section 05 Township 7S Range 9W County Harrison

5. Project description New work Maintenance work
Dredging
N/A Channel length width existing depth proposed depth
N/A Canal length width existing depth proposed depth
N/A Boat Slip length width existing depth proposed depth
N/A Marina length width existing depth proposed depth
N/A Other(explain) length width existing depth proposed depth

Cubic yards of material to be removed 30 Type of material spoil
Location of spoil disposal area Approved site
Dimensions of spoil area N/A Method of excavation Track hoe
How will excavated material be contained? N/A

Construction of structures
N/A Bulkhead Total length Height above water
N/A Pier length width height
X Boat Ramp length 30 feet width 10 feet slope 5:1
N/A Boat House length width height

N/A Structures on designated sites for water dependent industry (Coastal area only). Explain in item 11 or include as attachment.

N/A Other (explain)

Filling
Dimensions of fill area N/A
Cubic yards of fill N/A Type of fill N/A

Other regulated activities (i.e. Seismic exploration, burning or clearing of marsh) Explain.

concrete or shell

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6. Additional information relating to the proposed activity

Does project area contain any marsh vegetation? Yes ___ No X

(If yes, explain) _____

Is any portion of the activity for which authorization is sought now complete? Yes ___ No X

(If yes, explain) N/A

Month and year activity took place N/A

If project is for maintenance work on existing structures or existing channels, describe legal authorization for the existing work. Provide permit number, dates or other form(s) of authorization. N/A

Has any agency denied approval for the activity described herein or for any activity that is directly related to the activity described herein?

Yes X No ___ (If yes, explain) A request for a general permit to build the proposed boat ramp has been denied by the Dept. of Marine Resources.

7. Project schedule

Proposed start date ASAP Proposed completion date Within permit period

Expected completion date (or development timetable) for any projects dependent on the activity described herein. _____

8. Estimated cost of the project \$1500.00

9. Describe the purpose of this project. Describe the relationship between this project and any secondary or future development the project is designed to support. The purpose of the project is to make the river easily accessible by several members of the community.

Intended use: Private X Commercial _____ Public _____ Other (Explain) _____

10. Describe the public benefits of the proposed activity and of the projects dependent on the proposed activity. Also describe the extent of public use of the proposed project.

Although the proposed boat ramp is considered private, other members of the community have already been granted permission to use it. This should lessen the possibility of other boat ramps being built in the area, resulting in less environmental impact.

11. Remarks

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12. Provide the names and addresses of the adjacent property owners. Also identify the property owners on the plan view of the drawing described in Attachment "A". (Attach additional sheets if necessary.)

- * 1. Andrew Dedeaux
12393 CHRISTVIEW CT
GPT MS 39503
- * 2. Max Powell
12170 Brandon James Dr
Biloxi MS 39532

13. List all approvals or certifications received or applied for from Federal, State and Local agencies for any structures, construction, discharges, deposits or other activities described in this application. Note that the signature in Item 14 certifies that application has been made to or that permits are not required from the following agencies. If permits are not required, place N/A in the space for Type Approval.

<u>Agency</u>	<u>Type Approval</u>	<u>Application Date</u>	<u>Approval Date</u>
Dept. of Environmental Quality	Certification		
Dept. of Marine Resources	Permit		
Army Corps of Engineers	Permit		
City/County <u>N/A</u>			
Other <u>N/A</u>			

14. Certification and signatures

* Application is hereby made for authorization to conduct the activities described herein. I agree to provide any additional information/data that may be necessary to provide reasonable assurance or evidence to show that the proposed project will comply with the applicable state water quality standards or other environmental protection standards both during construction and after the project is completed. I also agree to provide entry to the project site for inspectors from the environmental protection agencies for the purpose of making preliminary analyses of the site and monitoring permitted works. I certify that I am familiar with and responsible for the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete and accurate. I further certify that I am the owner of the property where the proposed project is located or that I have a legal interest in the property and that I have full legal authority to seek this permit.

Michael Dethman 8-10-98
 Signature of Applicant or Agent Date

U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals, or covers up by any trick, scheme or device a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

* 15. Mississippi Coastal Program (Coastal area only)

I certify that the proposed project for which authorization is sought complies with the approved Mississippi Coastal Program and will be conducted in a manner consistent with the program.

Michael Dethman 8-10-98
 Signature of Applicant or Agent Date

J. J. [Signature] 8/10/98

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

16. Fees

Payable to State of Mississippi
 \$50.00 Residential
 \$500.00 Commercial
 \$50.00 Cost of public notice fee

Please include appropriate fees for all projects proposed in coastal areas of Hancock, Harrison and Jackson counties.

17. If project is in Hancock, Harrison or Jackson Counties, send one completed copy of this application form and appropriate fees listed in Item 16 to:

Department of Marine Resources
 1141 Bayview Avenue
 Suite 101
 Biloxi, MS 39530
 (228) 374-5000

If project IS NOT in Hancock, Harrison or Jackson Counties, send one completed copy of this application form to each agency listed below:

District Engineer
 Army Engineer
 District Mobile
 Attn: SAMOP-S
 Box 2288
 Mobile, AL 36628

District Engineer
 U.S. Army Engineer
 District Vicksburg
 Attn: LMKOD-FE
 P.O. Box 60
 Vicksburg, MS 39180

Director
 Mississippi Dept. of Environmental Quality
 Office of Pollution Control
 P.O. Box 10385
 Jackson, MS 39289

18. In addition to the completed application form, the following attachments are required:**Attachment "A" Drawings**

Provide a vicinity map showing the location of the proposed site along with a written description of how to reach the site from major highways or landmarks. Provide accurate drawings of the project site with proposed activities shown in detail. All drawings must be to scale or with dimensions noted on drawings and must show a plan view and cross section or elevation. Use 8 1/2 x 11" white paper or drawing sheet attached.

Attachment "B" Authorized Agent

If applicant desires to have an agent or consultant act in his behalf for permit coordination, a signed authorization designating said agent must be provided with the application forms. The authorized agent named may sign the application forms and the consistency statement.

Attachment "C" Environmental Assessment

Provide an appropriate report or statement assessing environmental impacts of the proposed activity and the final project dependent on it. The project's effects on the wetlands and the effects on the life dependent on them should be addressed. Also provide a complete description of any measures to be taken to reduce detrimental offsite effects to the coastal wetlands during and after the proposed activity. Alternative analysis, minimization and mitigation information may be required to complete project evaluation.

Attachment "D" Variance or Revisions to Mississippi Coastal Program (Coastal area only)

If the applicant is requesting a variance to the guidelines in Section 2, Part III or a revision to the Coastal Wetlands Use Plan in Section 2, Part IV of the Rules, Regulations, Guidelines and Procedures of the Mississippi Coastal Program, a request and justification must be provided.

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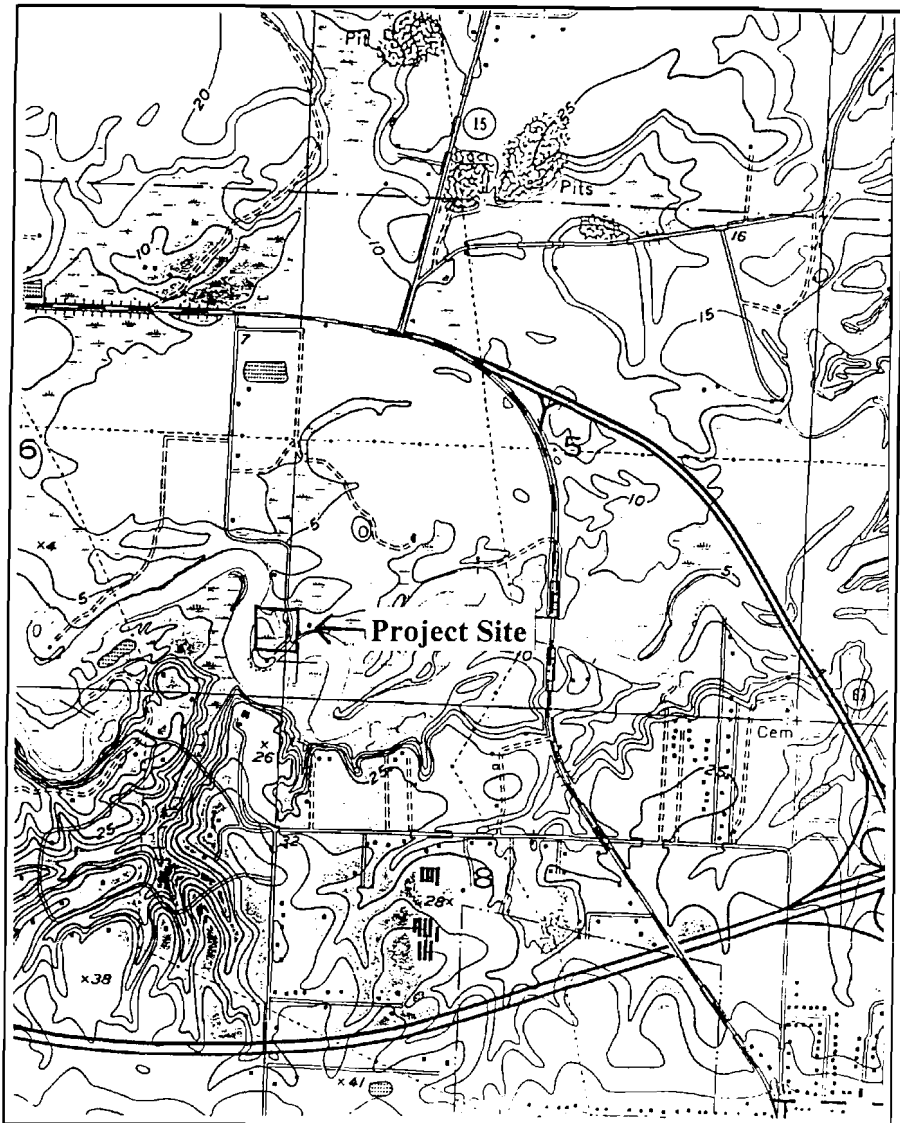
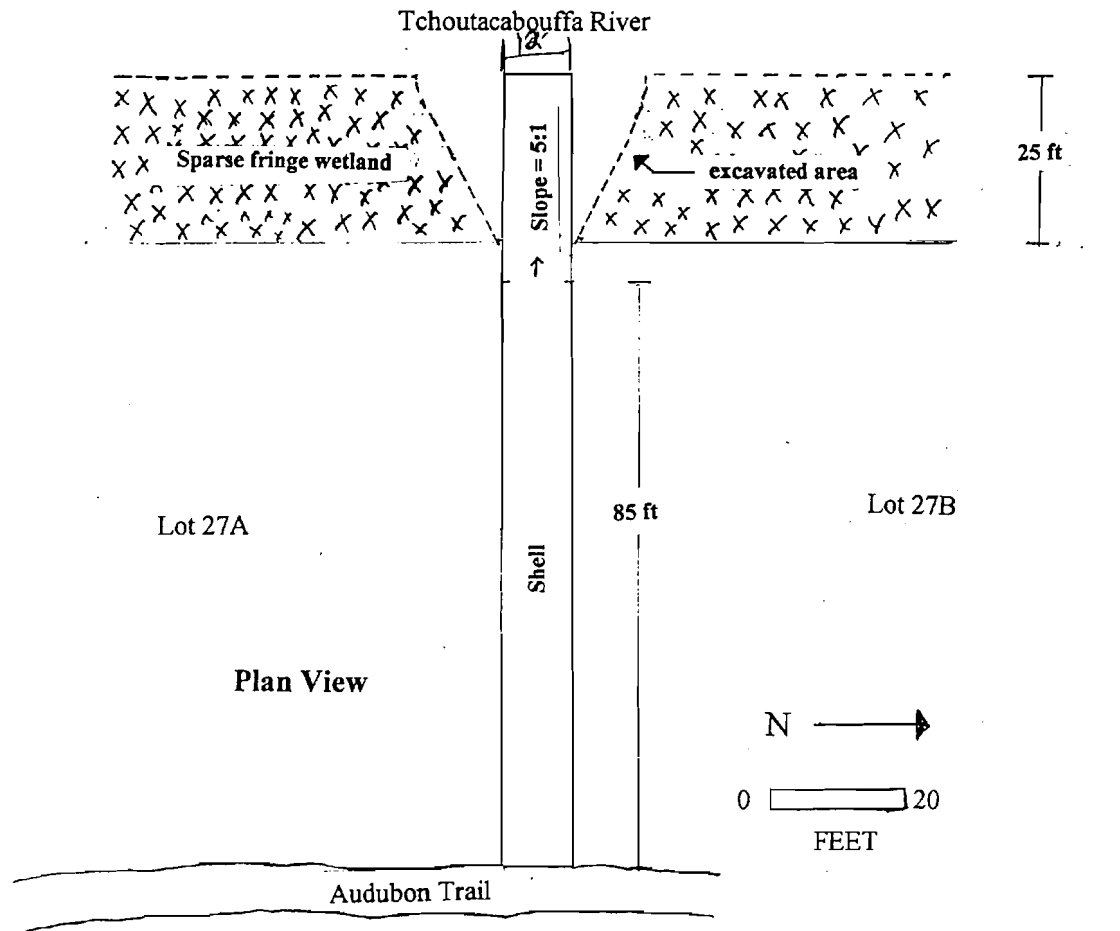
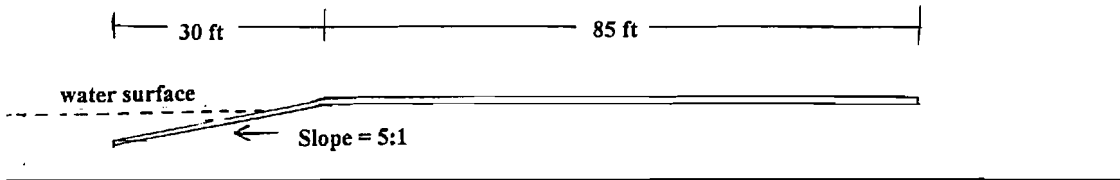


Figure 1. Site location of Guthrie/Sessions property located at 4418 Audubon Trail, Magnolia Bend Subdivision, S5-T7S-R9W, Harrison County, Mississippi (excerpt of U.S. Geological Survey 1976).

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Cross Section



PROPOSED PROJECT PLAN

MINUTE BOOK

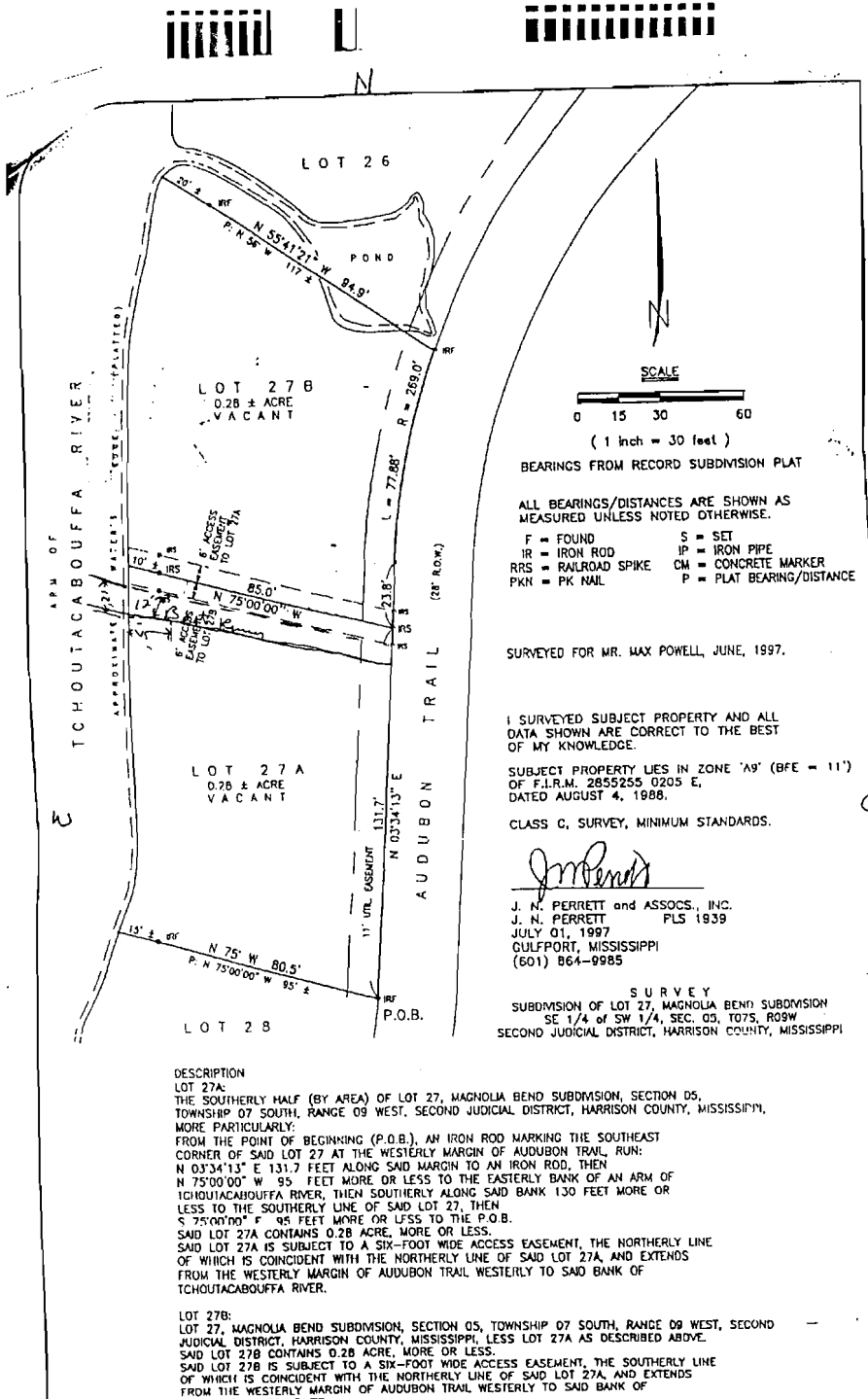
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

Andrew J Dedeaux
12393 Crestview Ct.
Gpt MS 39503

Charles M Powell
12180 Brandon James Dr.
Biloxi MS 39532

831-1753



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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Environmental Assessment

Project: Guthrie/Sessions residence, 4418 Audubon Trail, Magnolia Bend Subdivision
Date: July 29, 1998

Introduction and overview

Southland Environmental, on the behalf of Mr. Mike Guthrie, has submitted a joint application and Notification form requesting permission to conduct regulated activities adjacent to the property located at 4418 Audubon Trail, Biloxi, MS. This assessment has been prepared to provide environmental documentation regarding the impacts associated with the proposed project and is being submitted for review by the Mississippi Department of Marine Resources. This assessment is divided into the following subsections:

- 1.0 Statement of Purpose/Need
- 2.0 Alternatives
- 3.0 Affected Environment
- 4.0 Attachment Drawings of Site Location and Proposed Action

1.0 Statement of Purpose/Need

The project proposes actions necessary to provide access to coastal waters for the applicants and surrounding neighbors.

1.01 Purpose:

The project actions involve construction of a shell road and boat ramp at the Guthrie/Sessions property.

Approximately 30 cubic yards of material will be removed and deposited into an approved upland site. The measurements of the proposed boat ramp are 30 feet long by 10 feet wide.

1.02 Need:

The applicants and their neighbors as property owners wish to enjoy better access to coastal waters.

2.00 Alternatives

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2.01 Introduction:

2.02 No Action: The no action alternative is defined as no boat ramp or road construction at the applicant's property. The no action alternative would not provide an acceptable utilization of the applicant's property. The no action alternative will not meet the stated purpose of the project.

2.03 Alternative Sites: Since the property is the personal residence of the applicants and an access easement has already been established, no other locations are considered feasible. Also, the applicants have substantial financial investments in the current site.

2.04 Proposed Site, Alternative Design: The applicant considered several project designs. The current design allows for safe construction, while minimizing impacts to wetlands. The project is a joint effort by neighborhood residents. This will eliminate the need for additional boat ramps, therefore lessening the environmental impacts.

3.00 Affected Environment

3.01 Wetland Impacts: The project site wetlands are characterized as a sparse freshwater marsh fringe. The proposed project will result in the excavation of 300 square feet of wetlands. However due to the small amount of wetlands to be filled, the impacts will be minimal.

3.02 Wetland Avoidance: The project was designed to impact a minimal amount of wetlands.

3.03 Water Quality: The project is not expected to have an adverse impact on the water quality of the Tchoutacabouffa River (Doctor's Lake).

3.04 Cultural Resources: No known cultural resources exist on the site. The Mississippi Department of Archives and History will be contacted if any cultural resources are uncovered during construction.

3.05 Threatened or Endangered Species: No known species listed as threatened or endangered inhabit the site.

3.06 Dredge or Excavation Impacts: Excavation impacts will be limited to the removal of 30 cubic yards of material. Because of the small amount of material to be removed, no significant environmental impacts will result from excavation.

3.07 Construction of Structures: The construction of a shell road and boat ramp is being proposed. Construction activities may cause a slight increase in turbidity in the area. These impacts are considered minor in nature and are limited to the duration of construction. As a result, complete recovery of pre-project conditions in the area is expected.

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Southland Environmental

921 Chiniche St.
 Bay St. Louis, MS 39520

Telephone
 228/467-3096

20 September, 1998

RECEIVED
 OCT 14 1998

Dept. of Marine Resources

Department of Marine Resources
 Attn: Tara Moore
 1141 Bayview Ave.
 Suite 101
 Biloxi, MS 39530

RE: Letter of authorization for Guthrie/
 Sessions project located at 4418
 Audubon Trail, Biloxi, MS 39530

Dear Tara Moore:

This letter serves as authorization for Southland Environmental to represent the above referenced applicants in their attempt to obtain a permit for the proposed project already submitted with a Joint Application and Notification.

If you have any questions concerning the application, please call Randy Ellis or Rhett Forsman at (228) 467-3096.

Sincerely,

Rhett Forsman
 Rhett Forsman
 Biologist

Signed by:

Mike Sed

Date:

9/28/98

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM



Southland Environmental

921 Chiniche St.
 Bay St. Louis, MS 39520

20 September, 1998

RECEIVED
 OCT 14 1998

Telephone
 228/467-3096

Dept. of Marine Resources

Department of Marine Resources
 Attn: Tara Moore
 1141 Bayview Ave.
 Suite 101
 Biloxi, MS 39530

RE: Mitigation plan for Guthrie/ Sessions
 project located at 4418 Audubon Trail,
 Biloxi, MS 39530

Dear Tara Moore:

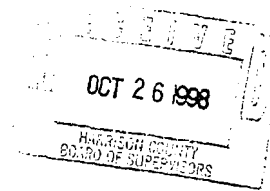
This letter serves as a proposed mitigation plan for the Guthrie/Sessions project located at 4418 Audubon Trail, Biloxi, MS 39530. The proposed mitigation site is the adjacent marsh area surrounding the project site. Dominant vegetation in the area is *Colocasia antiquorum* (elephant's ear), bull tongue, red maple, and muscadine. The applicants have agreed to transplant wetland vegetation located on the project site to the adjacent marsh areas to compensate for the unavoidable wetland impacts concurrent with the proposed project. The transplanting process will include the removal of all significant vegetation within the project area. The vegetation will then be replanted at safe distances apart and within proper growing season to assure for regeneration among existing wetland vegetation in the adjacent marsh areas. The transplanted species are expected to colonize within two or three growing seasons.

If you have any questions concerning the application, please call Randy Ellis or Rhett Forsman at (228) 467-3096.

Sincerely,

Rhett Forsman
 Biologist

**MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM**



**MISSISSIPPI
DEPARTMENT OF MARINE RESOURCES**

REQUEST FOR REVIEW OF APPLICATION

TO: Mayor, City of Biloxi
District Attorney, Harrison County
Harrison County Prosecuting Attorney
Harrison County Board of Supervisors This copy to:
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 Destination Broadwater; DMR-M 99101-Z

DATE: October 22, 1998

In accordance with the provisions of the Coastal Wetlands Protection Law, we herewith enclose a copy of the application by Destination Broadwater.

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 November 23, 1998.

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
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JOINT APPLICATION AND NOTIFICATION

U.S. DEPARTMENT OF ARMY CORPS OF ENGINEERS
MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY/OFFICE OF POLLUTION CONTROL

This form is to be used for proposed activities in waters of the United States and Mississippi and for the erection of structures on suitable sites for water dependent industry. Note that some items, as indicated, apply only to projects located in the coastal area of Hancock, Harrison and Jackson Counties.		1. Date	
		August	18 1998
		month	day year
2. Applicant (mailing address and telephone) President Broadwater Hotel, LLC c/o President Casino, Inc. #9 Station Square Dock Pittsburgh, PA 15219 (412) 355-7954		3. Official use only COE _____ DMR _____ DEQ _____ AES _____ DATE RECEIVED _____	
4. Project location			
Street Address <u>2110 Beach Blvd.</u>		City/Community <u>Biloxi/Harrison County</u>	
Name of Waterway <u>Mississippi Sound</u>		Latitude <u>30° 22' 50" N</u> Longitude (if known) <u>89° 58' 30" W</u>	
Geographic Location: Section <u>28</u> Township <u>7 South</u>		Range <u>10 West</u> County <u>Harrison County</u>	
5. Project Description			
Dredging		New work <u>577 414</u>	Maintenance work <u>4 166</u>
<input checked="" type="checkbox"/> Channel (2)*	length <u>See Note 1/Sec. 11</u> width _____	existing depth _____	proposed depth _____
<input type="checkbox"/> Canal	length _____ width _____	existing depth _____	proposed depth _____
<input type="checkbox"/> Boat Slip	length _____ width _____	existing depth _____	proposed depth _____
<input checked="" type="checkbox"/> Marina	length <u>Avg. 1.000'</u> width <u>Avg. 1.415'</u>	existing depth _____	proposed depth <u>El. -10.55' NGVD</u>
<input checked="" type="checkbox"/> Other (explain) Turning Basin	length <u>Avg. 2.240'</u> width <u>Avg. 820'</u>	existing depth _____	proposed depth <u>El. -10.55' NGVD</u>
Cubic yards of material to be removed <u>581.580</u>		Type of material <u>Sandv silt loam</u>	
Location of spoil disposal area <u>On-site</u>			
Dimensions of spoil area <u>Avg. 1.515'w x 1.630'l. 38 acres</u>		Method of excavation <u>Hydraulic Dredge (Non-Hopper)</u>	
How will excavated material be contained? <u>Diked dredged containment facility</u>			
Construction of structures			
<input checked="" type="checkbox"/> Bulkhead	Total length <u>7 587'</u>	Height above water <u>El. 10 NGVD</u>	
<input checked="" type="checkbox"/> Pier	length <u>745'</u>	width <u>80'</u>	height <u>El. 6 NGVD</u>
<input type="checkbox"/> Boat Ramp	length _____	width _____	slope _____
<input type="checkbox"/> Boat House	length _____	width _____	height _____
<input checked="" type="checkbox"/> Structures on designated sites for water dependent industry (Coastal area only). Explain in Item 11 or include as an attachment.			
<input checked="" type="checkbox"/> Other (explain) <u>Marina Breakwater length=3,678', crest width=60'; Confined Disposal Area Dike length=6,228', crest width=26.5'</u>			
Filling			
Dimensions of fill area <u>Spill Area (Avg. 1.515'w x 1.630'l. 38 acres) + Existing Marina 400' x 600' for mitigation</u>			
Cubic yards of fill <u>584 150 Spill Area + 40 000 Mitigation = 724150</u>		Type of fill <u>Sandv silt loam</u>	
Other regulated activities (i.e. Seismic exploration, burning or clearing of marsh) Explain.			

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6. Additional information relating to the proposed activityDoes project area contain any marsh vegetation? Yes No (If yes, explain) _____Is any portion of the activity for which authorization is sought now complete? Yes No (If yes, explain) _____Month and year activity took place N/A

If project is for maintenance work on existing structures or existing channels, describe legal authorization for the existing work. Provide permit number, dates or other form(s) of authorization _____

Has any agency denied approval for the activity described herein or for any activity that is directly related to the activity described herein? Yes No
(If yes, explain) N/A**7. Project Schedule**

Proposed start date February, 1999 _____ Proposed completion date June, 2002 _____

Expected completion date (or development timetable) for any projects dependent on the activity described herein N/A**8. Estimated cost of the project \$ 1 Billion**

9. Describe the purpose of this project. Describe the relationship between this project and any secondary or future development the project is designed to support. Destination Broadwater is proposed as a preferred destination resort that will provide a mixture of floating casinos, hotels, retail establishments, an enhanced golf course (including an instructional golf school), and family entertainment opportunities. President Casino's existing facilities do not adequately provide a destination resort combining gaming with family entertainment. This facility will meet the need for a multi-use destination resort featuring gaming as a principal activity and address the present demand for accommodations and recreational boating in the immediate area. The project purpose and the relationship between this project and any secondary or future development are discussed in Attachment C of this permit application.

Intended use: Private Commercial Public Other (Explain) _____

10. Describe the public benefits of the proposed activity and of the projects dependent on the proposed activity. Also describe the extent of public use of the proposed project. The proposed project will provide public recreational benefits as well as economic benefits. These benefits are discussed in Attachment C of this permit application.

11. Remarks

Note 1: The project involves dredging two channels. Channel 1 is maintenance dredging and it runs in a North South Direction. The existing channel length is 5,000'. The new channel will be shortened to 3,300', and it will be 80' wide. The existing depth is at El. -10.66 NGVD, and the proposed new depth is at El. -10.66' NGVD. Channel 2 is new dredging. It runs east to west. The length is 6,950', and the width is 75'. The proposed new depth for the channel is at El. -6.66 NGVD. The amount of material removed for channel 1 is 4,166 cubic yards. The amount of material removed for channel 2 is 57,418 cubic yards. The total amount of material to remove from these two channels is 61,584 cubic yards.

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12. Provide the names and addresses of the adjacent property owners. Also identify the property owners on the plan view of the drawing described in Attachment "A". (Attach additional sheets if necessary.)

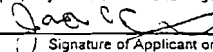
1. The Names, addresses, and location of adjacent property owners are 2.
included in Attachment A of this permit application

13. List all approvals or certifications received or applied for from Federal, State, and Local agencies for any structures, construction, discharges, deposits or other activities described in this application. Note that the signature in Item 14 certifies that application has been made to or that permits are not required from the following agencies. If permits are not required, place N/A in the space for Type Approval.

<u>Agency</u>	<u>Type Approval</u>	<u>Application Date</u>	<u>Approval Date</u>
Dpt. of Environmental Quality	Water Quality Certificate	August 18, 1998	
Dpt. of Marine Resources	Coastal Zone Consistency	August 18, 1998	
U.S. Army Corps of Engineers	Permit	August 18, 1998	
City/County _____			
Other _____			

14. Certification and signatures

Application is hereby made for authorization to conduct the activities described herein. I agree to provide any additional information/data that may be necessary to provide reasonable assurance or evidence to show that the proposed project will comply with the applicable state water quality standards or other environmental protection standards both during construction and after the project is completed. I also agree to provide entry to the project site for inspectors from the environmental protection agencies for the purpose of making preliminary analyses of the site and monitoring permitted works. I certify that I am familiar with and responsible for the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete and accurate. I further certify that I am the owner of the property where the proposed project is located or that I have a legal interest in the property and that I have full legal authority to seek this permit.

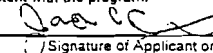
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Signature of Applicant or Agent

August 18, 1998
Date

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I certify that the proposed project for which authorization is sought complies with the approved Mississippi Coastal Program and will be conducted in a manner consistent with the program.

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Signature of Applicant or Agent

August 18, 1998
Date

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Payable to State of Mississippi
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Please include appropriate fees for all projects proposed in coastal areas of Hancock, Harrison, and Jackson counties.

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Department of Marine Resources
 152 Gateway Drive
 Biloxi, MS 39531

If project IS NOT in Hancock, Harrison or Jackson Counties, send one completed copy of this application form to each agency listed below:

District Engineer
 U.S. Army Engineer
 District Mobile
 Attn: SAMOP-S
 P.O. Box 2288
 Mobile, AL 36628

District Engineer
 U.S. Army Engineer
 District Vicksburg
 Attn: LMKOD-FE
 2101 North Frontage
 Vicksburg, MS 39180

Director
 Mississippi Dpt. of Environmental
 Quality
 Office of Pollution Control
 P.O. Box 10385
 Jackson, MS 39289

In addition to the completed application form, the following attachments are required:

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Provide a vicinity map showing the location of the proposed site along with a written description of how to reach the site from major highways or landmarks. Provide accurate drawings of the project site with proposed activities shown in detail. All drawings must be to scale or with dimensions noted on drawings and must show a plan view and cross section or elevation. Use 8 1/2 x 11" white paper or drawing sheet attached.

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Attachment "C" Environmental Assessment

Provide an appropriate report or statement assessing environmental impacts of the proposed activity and the final project dependent on it. The project's effects on the wetlands and the effects on the life dependent on them should be addressed. Also provide a complete description of any measures to be taken to reduce detrimental offsite effects to the coastal wetlands during and after the proposed activity. Alternative analysis, minimization and mitigation information may be required to complete project evaluation.

Attachment "D" Variance or Revisions to Mississippi Coastal Program (Coastal area only)

If the applicant is requesting a variance to the guidelines in Section 2, Part III, or a revision of the Coastal Wetlands Use Plan in Section 2, Part IV of the Rules, Regulations, Guidelines and Procedures of the Mississippi Coastal Program, a request and justification must be provided.

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

Supervisor BOBBY ELEUTERIUS voted AYE

Supervisor LARRY BENEFIELD voted AYE

Supervisor David V. LAROSA, SR. voted AYE

Supervisor ROBIN ALFRED MIDCALF voted AYE

Supervisor C. T. SWITZER, JR. voted AYE

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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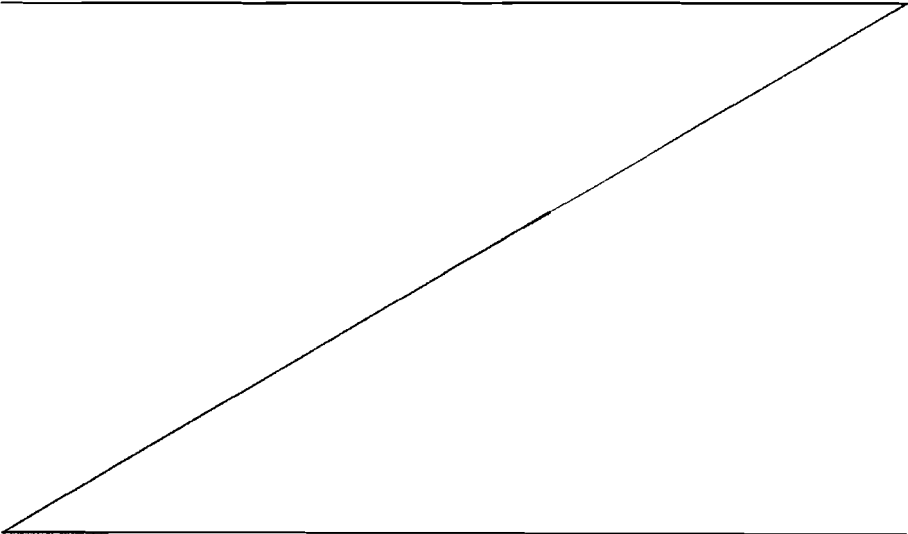
Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER ACKNOWLEDGING RECEIPT OF THE
NOTIFICATION FROM THE STATE OF MISSISSIPPI,
REGARDING LEGAL HOLIDAYS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the notification from the State of Mississippi, regarding legal holidays, as listed:

1. Declaration from the Secretary of State declaring Wednesday, November 11, 1998 a legal holiday in observance of Armistice Day;
2. Proclamation by the Governor authorizing offices to be closed on Thursday, November 26 and Friday, November 27, 1998 in observance of the Thanksgiving season.
3. Proclamation by the Governor authorizing offices to be closed on Thursday, December 24 and Friday, December 25, 1998 in observance of the Christmas season, and Friday, January 1, 1999 in observance of New Year's day.

The Proclamations are as follows, to-wit:



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the eleventh day of November as the day for the observance of **ARMISTICE** or **VETERANS DAY**, and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

WEDNESDAY, NOVEMBER 11, 1998

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 6th day of October, 1998.



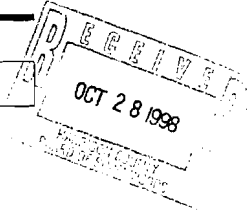
Eric Clark

ERIC CLARK
SECRETARY OF STATE
STATE OF MISSISSIPPI

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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STATE OF MISSISSIPPI

Office of the Governor



A PROCLAMATION

BY THE

GOVERNOR

WHEREAS, under the provisions of Section 3-3-7, Mississippi Code of 1972, Thanksgiving Day is declared a legal holiday in the State of Mississippi; and

WHEREAS, the day of Thanksgiving shall be fixed to correspond to the date proclaimed by the President of the United States:

NOW, THEREFORE, I, Kirk Fordice, Governor of the State of Mississippi, pursuant to Section 3-3-7, Mississippi Code of 1972, hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 26, 1998, in observance of **THANKSGIVING DAY**.

IN ADDITION, I hereby authorize the closing of all offices of the State of Mississippi, in the discretion of the respective agency heads, on Friday, November 27, 1998, in further observance of the **THANKSGIVING SEASON**.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE at the Capitol in the City of Jackson, the 20th day of October, in the year of our Lord, nineteen hundred and ninety-eight, and of the Independence of the United States of America, the two hundred and twenty-third.

Kirk Fordice
 GOVERNOR

BY THE GOVERNOR

Eric Claude
 SECRETARY OF STATE

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

STATE OF MISSISSIPPI

Office of the Governor



DECEMBER
 OCT 28 1998

A PROCLAMATION

BY THE
 GOVERNOR

WHEREAS, under the provisions of Section 3-3-7, Mississippi Code of 1972, Christmas Day is declared a legal holiday in the State of Mississippi; and

WHEREAS, during the Christmas Season, many State employees will spend time with their families in Mississippi and in other states:

NOW, THEREFORE, I, Kirk Fordice, Governor of the State of Mississippi, pursuant to Section 3-3-7, Mississippi Code of 1972, hereby authorize the closing of all offices of the State of Mississippi on Friday, December 25, 1998, in observance of **CHRISTMAS DAY**.

IN ADDITION, I hereby authorize the closing of all offices of the State of Mississippi, in the discretion of the respective agency heads, on Thursday, December 24, 1998, in further observance of the **CHRISTMAS SEASON**.

FURTHERMORE, I hereby authorize the closing of all offices of the State of Mississippi on Friday, January 1, 1999, in observance of **NEW YEAR'S DAY**.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE at the Capitol in the City of Jackson, the 20th day of October, in the year of our Lord, nineteen hundred and ninety-eight, and of the Independence of the United States of America, the two hundred and twenty-third.



Kirk Fordice

GOVERNOR

BY THE GOVERNOR

Eric Clave
 SECRETARY OF STATE

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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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 **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

ORDER APPROVING THE 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 the following street lights in Supervisors' Voting Districts 2 and 3, as follows:

1. 11401 Whitmore place, Supervisor's Voting District 2;
2. 11236 Bay Crest Ct., Supervisor's Voting District 2;
3. 15612 CC Camp Road, Supervisor's Voting District 3;
4. 13191 Cleveland Ladner Road, Supervisor's Voting District 3;

IT IS THEREFORE, ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE installation of street lights as aforesaid, in Supervisors' Voting Districts 2 and 3:

IT IS FURTHER ORDERED that the Clerk of the Board be, and he is HEREBY AUTHORIZED AND DIRECTED to advise the electrical company involved that the County will assume payment for installation and all future electrical bills, effective this date, for the above street lights.

Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE

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Supervisor C. T. SWITZER, JR. voted AYE

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

THIS, the 2nd day of November, 1998.

* * *

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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPROVING PAYROLL FOR THE MONTH
OF NOVEMBER**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the payroll for the month of November, 1998.

Supervisor **C. T. SWITZER, JR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

Meetings for November were set as follows: 11/9 Biloxi,-11/30 Gulfport.

* * *

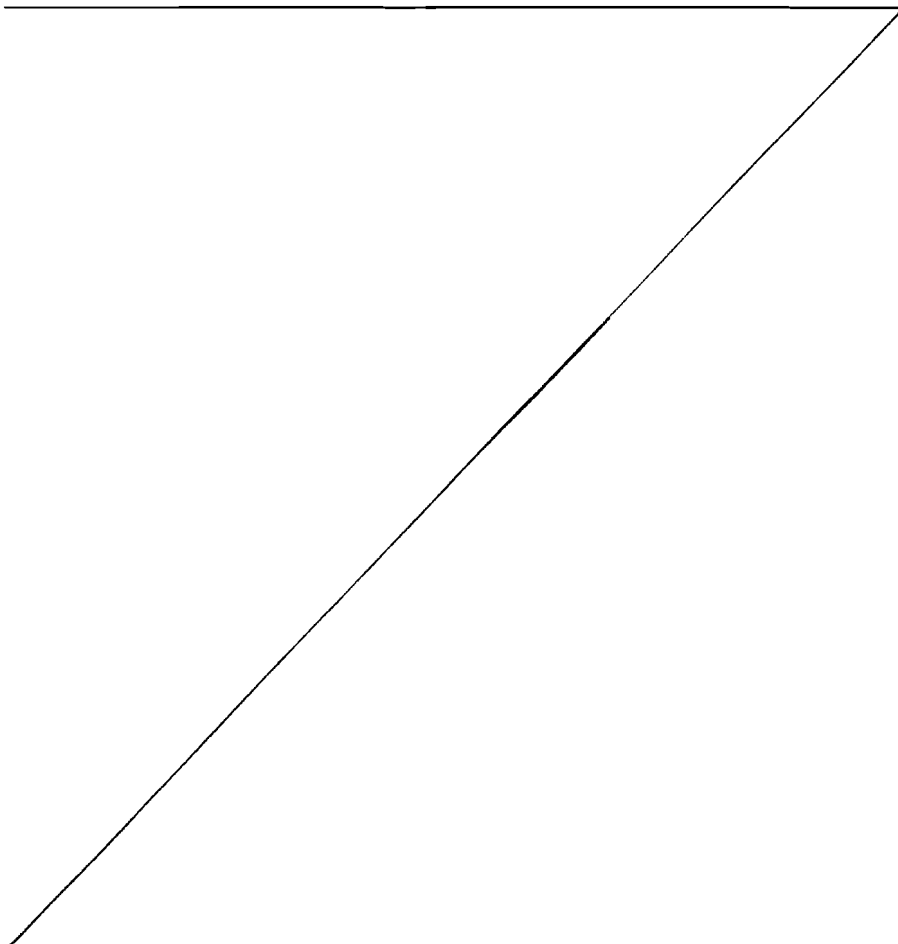
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Supervisor **DAVID LAROSA, SR.** moved adoption of the following
Order:

**ORDER APPROVING PROGRAM REQUEST
ATTACHMENT 14705 WITH PROFESSIONAL
COMPUTER SOFTWARE SERVICES IN THE
AMOUNT OF \$15,000.00 FOR CONVERSION OF
THE HARRISON COUNTY JUSTICE COURT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE Program Request
Attachment 14705 with Professional Computer Software Services in
the amount of \$15,000.00 for conversion of the Harrison County
Justice Court. Fifty percent payment will be due upon approval,
payable from the Unified Court System Fund.

The Program Request Attachment is as follows, to-wit:



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OCT. -27' 98 (TUE) 08:34 PCSS

TEL: 803 578 1038

P. 002

Date: October 27, 1998

Program Request Attachment: 14705

For: Harrison County Justice Court Conversion

Please review the following specifications: Requested by Harrison County for Justice Court Conversion. The following files will be converted:

- | | |
|----------------------------|------------------------------|
| Affidavit Master | Affidavit Judgment Remarks |
| Additional Defendants | Receipt File |
| Summons File | Warrant File |
| Bond File | Cash Disbursement Line Items |
| General Journal Line Items | Cash Receipts Line Items |
| Service File | Activity Transactions |
| Cash Disbursement Header | General Journal Header |
| Cash Receipts Header | |

Total cost for this Program Request \$15,000 (This price DOES NOT include on site time)

Payment Terms: 50% Due On Customer's Signature
Balance Due Upon Receipt of Program Request

This quote is good for a period of 60 days.

Any issues or problem areas identified after initial loading on customer system will be covered under the existing customer support agreement.

Changes to this program request will be addressed under a separate change order.

Customer Approval Signature:

Name: _____

Date: _____

ok

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **DAVID LAROSA, SR.** moved adoption of the following
 Order:

**ORDER AUTHORIZING ADVERTISEMENT FOR BIDS
 FOR LABOR AND MATERIALS TO REPLACE THE
 AIR CONDITIONING UNIT AT CIVIL DEFENSE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for
 bids for labor and materials to replace the air conditioning unit at Civil
 Defense as recommended by David Dauro, Outside Building and
 Grounds.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor MIDCALF moved the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE UPDATED AND FINAL LEASE AND OPTION AGREEMENT FOR THE LEASE PURCHASE OF VARIOUS EQUIPMENT BY AND THROUGH HANCOCK BANK

WHEREAS, the Harrison County Board of Supervisors has heretofore determined that it is necessary to acquire various pieces of equipment, as outlined in "Exhibit A", for use by Harrison County and for purposes authorized by law, and have accepted bids for the purchase of said equipment for use by the Road Department; and

WHEREAS, such Board has determined that the total cost of said equipment is \$492,354.61; and

WHEREAS, such Harrison County Board of Supervisors had by these present determined that it would be in the public interest to acquire such equipment through a Lease Purchase Agreement, as provided under §31-7-13(e) MS Code of 1972, as amended, for a term not to exceed five years; and

WHEREAS, such Board anticipates that they will not issue more than \$10,000,000.00 of qualified tax-exempt obligations during the calendar year 1998; and

WHEREAS, to the best knowledge and belief of the Board, this lease qualifies as a qualified project bond with the meaning of the Tax Reform Act of 1986; and

WHEREAS, on March 3, 1998 the Board accepted the low proposal of Hancock Bank of Gulfport, Mississippi to acquire such equipment at the offered price and to lease said equipment to the Board at a rate of 4.69% per annum; and

WHEREAS, on May 18, 1998 the Board adopted an order authorizing the Board President to execute an "Interim Funding Agreement" by and between Harrison County and Hancock Bank; and

WHEREAS, since that time, the remaining pieces of equipment have been received and an updated and final Lease and Option Agreement must be executed;

IT IS THEREFORE ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board President is HEREBY AUTHORIZED to execute the updated and final Lease and Option Agreement by and between the Harrison County Board of Supervisors and Hancock Bank of Gulfport, Mississippi, the same being in the following form, words and figures, to-wit:

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MUNICIPAL LEASE AND OPTION AGREEMENT

Lessor: **HANCOCK BANK**
 P.O. BOX 4019
 GULFPORT, MS 39502

Lessee: **HARRISON COUNTY BOARD OF SUPERVISORS**
 P O DRAWER CC
 GULFPORT, MS 39502

This MUNICIPAL LEASE AND OPTION AGREEMENT (the "Agreement") entered into between Hancock Bank, a corporation duly organized and existing under the laws of the State of Mississippi ("Lessor"), and HARRISON COUNTY BOARD OF SUPERVISORS (Lessee), a body, corporate and politic, duly organized and existing under the laws of the State of Mississippi ("State").

WITNESSETH

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of, and for the purposes set forth in, this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Covenants of Lessee. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- (c) Lessee is authorized under the Constitution and laws of the state to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit "A", or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and

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procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as Exhibit "B".

- (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
- (f) During the period this Agreement is in force, Lessee will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.
- (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

ARTICLE II

Definitions: The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" - means this Municipal Lease and Option Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"**Commencement Date**" - is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit "F".

"**Equipment**" - means the property described in Exhibit "D" and which is the subject of this Agreement.

"**Lease Term**" - means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01, but in no event longer than the number of months set forth in Exhibit "E" of the Agreement.

"**Lessee**" - means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"**Lessor**" - means (i) Hancock Bank, a corporation, acting as Lessor hereunder; (ii) Any surviving, resulting or transferee corporation; and (iii) Except where the context requires otherwise, any assignee(s) of Lessor.

"**Original Term**" - means that period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

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"Purchase Price" - means the amount which Lessee may, in its discretion, pay to Lessor in order to purchase the Equipment, as set forth in Exhibit "E" hereto.

"Renewal Term(s)" - means the automatic renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one (1) year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the anniversary of the Commencement Date therein.

"Rental Payments" - means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term as set forth in Exhibit "E" of this Agreement.

"Vendor" - means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, the Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01 Commencement of Lease Term

The original Term of this Agreement shall commence on the Commencement Date as indicated in Exhibit "F" and shall terminate the last day of Lessee's current fiscal year.

The Lease Term will be automatically renewed at the end of the Original Term or any Renewal Term for an additional one (1) year, unless the Lessee gives written notice to Lessor not less than sixty (60) days prior to the end of the Original Term or Renewal Term then in effect, or such greater notice as may be provided in Article VI, of Lessee's intention to terminate this Agreement at the end of the Original Term or the then current Renewal Term pursuant to Article XI or Article VI, as the case may be. The terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit "E" of this Agreement.

Section 4.02 Termination of Lease Term.

The Lease Term will terminate upon the earliest of any of the following events:

- (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non appropriation of funds pursuant to Section 6.06;
- (b) The exercise by Lessee of the option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement;
- (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

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- (d) The payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder.

ARTICLE V

Enjoyment of Equipment. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI

Rental Payments

Section 6.01 Rental Payments to Constitute a Current Expenses of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 6.02 Payment of Rental Payments.

Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor, or in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit "E" hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due.

Section 6.03 Interest and Principal Component.

A portion of each Lease Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Exhibit "E" hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04 Rental Payments to be Unconditional.

The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, and Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of setoff or counterclaim against its obligation to make such payments required under this

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Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term shall not be abated through accident or unforeseen circumstances.

Section 6.05 Continuation of Lease Term by Lessee.

Lessee intends, subject to the provisions of Section 6.06 to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each bi-annual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved.

Section 6.06 Nonappropriation.

In the event sufficient funds shall not be appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rental Payments from other sources, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the then current original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at Least sixty (60) days prior to the end of the then current Original or Renewal Term. If this Agreement is terminated under this Section 6.06, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor. To the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of Equipment similar to the Equipment subject to this Agreement.

ARTICLE VII

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01 Title To The Equipment

During the Term of this Agreement, title to the Equipment any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.02 or nonappropriation as set forth in Section 6.06, Title to the Equipment shall immediately vest in Lessor, and Lessee will reasonably surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 7.02 Security Interest.

To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to Lessor, which

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Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security of any assignee of Lessor, in the Equipment.

ARTICLE VIII

Maintenance; modification taxes, insurance and other charges.

Section 8.01 Maintenance of Equipment by Lessee.

Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. The Lessee may from time to time add further parts or accessories to any item of leased Equipment, provided such addition does not affect or impair the value or utility of such item of Equipment. Any part or accessory so added, if not required as a replacement hereunder, shall remain the property of the Lessee and may be removed at any time prior to the expiration of the lease term of such item, provided such removal does not affect or impair the value or utility of such item of Equipment. Any parts of accessories not so removed shall become the property of the Lessor.

Section 8.02 Taxes, Other Governmental Charges and Utility Charges.

The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any Equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or modification, improvement or addition to the Equipment, as well as all gas, water, sewer, electricity, heat, power, telephone, utility and all other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03 Provisions Regarding Insurance

At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term.

Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment, but other properties.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment or the then applicable Purchase Price, whichever is greater.

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Any insurance policy pursuant to this Section 8.03 shall be written with Hancock Bank as an additional insured. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

Section 8.04 Advances.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition or shall fail to pay any such taxes or charges referenced in Section 8.02, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment hereof or may pay any such taxes or charges referenced in Section 8.02; and all amounts so advanced therefore by Lessor shall become additional rent for the then current Original Term or Renewal Term which amounts Lessee agrees to pay on demand, together with interest thereon at the rate of twelve (12%) per cent per annum or the highest rate permitted by applicable law, whichever is less. The obligation of Lessee to pay additional rent together with interest, including, but not limited to, circumstances wherein Lessor pays, subsequent to termination of this Agreement, any such taxes or charges referenced in Section 8.02 accrued during the time in which this Agreement is in effect, shall survive the termination of this Agreement.

ARTICLE IX

DAMAGES, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01 Damages, Destruction and Condemnation.

Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein, if prior to the termination of the Lease Term; (A) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty; or (B) title to, or the temporary use of, the Equipment of any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to Section 9.02 hereof.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

Section 9.02 Insufficiency of Net Proceeds.

Provided, the Equipment is not deemed to be a total loss, Lessee shall if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Property and pay the cost thereof.

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In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss ("Rent Payment Due Date") the amount of the Purchase Price applicable to such Rent Payment Due Date, plus the Rental Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee. Lessee agrees that if the Net proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any such deficiency. Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof.

ARTICLE X

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 10.01 Disclaimer of Warranties.

Except as made in Section 14.01, Lessor makes no warranty or representation whatsoever, either express or implied. Without limiting the generality of the foregoing, Lessor makes no warranty or representation and specifically disclaims any warranty or representation as to the value, design, condition, mechanism, fitness for particular purposes, fitness for use of the Equipment, Year 2000 compliance, readiness or certification or use in a Year 2000 environment. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Agreement.

Section 10.02 Vendor's Warranties.

Lessor hereby agrees to assign to Lessee solely for the purpose of making and prosecuting any such claim against Vendor, all of the rights which Lessor has against Vendor for breach of warranty or other representation respecting the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive fully and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03 Use of the Equipment.

Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or

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rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI

Option to Purchase. At the request of Lessee, Lessor's security interest in the Equipment will be terminated and this Agreement shall terminate:

- (a) At the end of the Lease Term (including Renewal Terms), upon payment in full Rental Payments and other amounts payable by Lessee hereunder; or
- (b) At the end of the Original Term or any Renewal Term upon payment by Lessee of the then applicable Purchase Price; or
- (c) If the Lease Term is terminated pursuant to Article IX of this Agreement.

ARTICLE XII

ASSIGNMENT: SUBLEASING: INDEMNIFICATION: MORTGAGING AND SELLING

Section 12.01 Assignment by Lessor.

This Agreement, and the obligations of Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement.

Section 12.02 No Sale, Assignment or Subleasing by Lessee.

This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03 Release and Indemnification Covenants.

To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

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Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the Equipment.

ARTICLE XIII

EVENTS OF DEFAULT BY LESSEE AND REMEDIES THEREUPON

Section 13.01 Events of Default by Lessee Defined.

With respect to Lessee, the following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; or
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01(a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- (c) Breach of any material representation or warranty by Lessee under this Agreement; or
- (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or any answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- (e) A Petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.06 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: Acts of God strikes, lockouts or other industrial disturbances; acts of public enemies, order or restraints of any kind of the government of the United States of America or of the State wherein Lessee is located or any of their department, agencies or officials, or any civil or military authority; insurrections; riot, landslides; earthquakes; fire, storms; droughts; floods; or explosions.

Section 13.02 Remedies on Default.

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Whenever any event of default referred to in section 13.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, to be applied to Lessee's obligations hereunder, holding Lessee liable for the Purchase Price applicable on the rent payment due date immediately preceding the date of default, plus the Rental payments due on such date, plus any other amounts payable by Lessee hereunder, including, but not limited to, attorney's fees expenses and costs of repossession;
- (b) Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 6.06 and 8.01 hereof;
- (c) If the Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article IX hereof; and
- (d) Lessee agrees that Lessor may setoff any amounts owed to Lessor under this Agreement against any and all deposits and any and all accounts, joint or otherwise, which Lessee has with Lessor now and in the future. The herein referenced right to setoff shall survive the termination of this Agreement.
- (e) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 13.03 No Remedy Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power and may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV

LESSOR'S WARRANTIES

Section 14.01 Lessor's Warranties.

As to each item of leased Equipment to be leased hereunder, the Lessor warrants that:

- (a) It has the right to lease the same to Lessee.
- (b) It will keep each item of leased Equipment free of security interests except for the security interest provided for in Section 7.02 of this Agreement.

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- (c) It will do nothing to disturb Lessee's full right of possession and enjoyment thereof and the exercise of Lessee's rights with respect to the Equipment leased hereunder subject to compliance by Lessee of the terms of this Agreement.

ARTICLE XV

MISCELLANEOUS

Section 15.01 Notices.

All notices, certificates of other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties at their respective places of business.

Section 15.02 Binding Effect.

This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 15.03 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.04 Amendments.

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent.

Section 15.05 Execution in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.06 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 15.07 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of the Agreement.

Section 15.08 Entire Agreement.

This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such

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waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment lease hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessor and Lessee by their signatures acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms and conditions, and certifies that each signature is duly authorized and the signers are empowered to execute this Agreement on behalf of their respective principals.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunder affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first written below.

LESSOR: HANCOCK BANK

By: _____

Tim Sansone

Title: Loan Officer

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

LESSEE: HARRISON COUNTY BOARD OF SUPERVISORS

By: _____

LARRY BENEFIELD

Title: PRESIDENT, HARRISON COUNTY BOARD OF
SUPERVISORS

Date: _____

ATTEST:

By: _____

JOHN MCADAMS

Title: CHANCERY CLERK, HARRISON COUNTY BOARD OF SUPERVISORS

Date: _____

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: HANCOCK BANK

RE: Municipal Lease and Option Agreement

Gentlemen:

Reference is made to that certain Municipal Lease and Option Agreement, dated _____ ("Lease"), between Lessor and us, **HARRISON COUNTY BOARD OF SUPERVISORS** as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary functions consistent with the permissible scope of our authority.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year in as much as there will be a continued need for such property.

Very truly yours,

HARRISON COUNTY BOARD OF SUPERVISORS

By: _____
LARRY BENEFIELD
PRESIDENT, HARRISON COUNTY BOARD
OF SUPERVISORS

By: _____
JOHN MCADAMS
CHANCERY CLERK, HARRISON COUNTY
BOARD OF SUPERVISORS

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EXHIBIT "B"
LEGAL OPINION

REQUIREMENT
HANCOCK BANK, LESSOR

BY: _____
Tim Sansone
Loan Officer
Hancock Bank

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EXHIBIT "C"
CERTIFICATE AS TO ARBITRAGE

We, the undersigned, **HARRISON COUNTY BOARD OF SUPERVISORS** (the "Lessee") being the person duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Municipal Lease and Option Agreement" (the "Agreement") dated _____ and issued said date hereby certify that:

1. The Agreement was issued by the Lessee under and pursuant to SEC. 31-7-13(e) MISS. CODE ANN. (1972) Law to finance the acquisition of certain equipment described therein.
2. Pursuant to the Agreement, the Lessee is entitled to receive said equipment in consideration for the obligation of the Lessee under the Agreement. Said equipment will be used in furtherance of the public purposes of the Lessee. The Lessee does not intend to sell equipment or said Agreement or to otherwise dispose of said equipment during the term of the Agreement. The Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement.
3. The Lessee expects to make payments under the Agreement from its general funds on the basis of annual appropriations in amount equal to the required payments under the Agreement. The remaining general funds of the Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay principal and interest on the Agreement.
4. The Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised that any adverse action by the Commissioner of Internal Revenue is contemplated.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 1998.

HARRISON COUNTY BOARD OF SUPERVISORS

By: _____
LARRY BENEFIELD
PRESIDENT, HARRISON COUNTY BOARD OF SUPERVISORS

By: _____
JOHN MCADAMS
CHANCERY CLERK, HARRISON COUNTY BOARD OF SUPERVISORS

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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EXHIBIT "D"
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Municipal Lease and Option Agreement is as follows:

Serial Number	Description	Quantity	Unit Price
MOF725X080336	JOHN DEERE MOWER	2	7,473.00
MOF725X080619			
1FW00279	CATERPILLAR D4C XL	1	62,990.00
F042254	RUGBY 10' INTIMIDATOR DUMP BODY	2	3,264.00
F042719			
1HTGGAXR9WH582178	1998 INTERNATIONAL MODEL 2574 6X4	1	57,728.64
4SODP232XW1000075	1998 TRAILBOSS TRAILER	4	8,710.00
4SODP2326W1000073			
4SODP2328W1000074			
4SODP2324W1000072			
1FW00317	CATERPILLAR D4C XL	1	53,490.00
10698	KUBOTA KX 161-2 EXCAVATOR	1	49,320.00
1GDHC34R0WF042254	1998 GMC SIERRA	3	17,865.85
1GDHC34R9WF042916			
1GDHC34R7WF042719			
1GTGC34R2WE529610	1998 GMC SIERRA	1	16,854.16
1HTSCABN0XH581934	1999 INTERNATIONAL MODEL 4700 4X2	2	35,614.13
1HTSCABN9XH581933			
1HTSCAAN1XH641026	1999 INTERNATIONAL MODEL 4700 4X2	2	35,416.00
1HTSCAAN3XH641027			

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Municipal Lease and Option Agreement.

HARRISON COUNTY BOARD OF SUPERVISORS

By: _____
LARRY BENEFIELD
 PRESIDENT, HARRISON COUNTY BOARD OF SUPERVISORS

By: _____
JOHN MCADAMS
 CHANCERY CLERK, HARRISON COUNTY BOARD OF SUPERVISORS

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EXHIBIT "E"
RENTAL PAYMENTS

Annual rentals on this agreement are \$110,926.77. The first rental due on this agreement will be due on the 10th day of June, 1999 and subsequent annual rentals will be due on the 10th day of June each year thereafter. The lease term of this agreement is 5 years with a \$1.00 Purchase Option available to the Lessee at contract end. The purchase price during the original or any renewal term shall be the amount set forth as the "balance" or "outstanding balance" on the following schedule plus \$1.00 plus accrued but unpaid interest amounts as set forth on the attached schedule plus other amounts payable by lessee under the terms of the lease.

PMT. NO. PMT. AMT. PRINCIPAL INTEREST BALANCE

SEE ATTACHED SCHEDULE

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10/27/98

HANCOCK BANK
 Amortization Schedule: Amortized Loan

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Loan ID: Quote (Stn 2) Compounding: Actuarial Principal: 492,354.61
 Fund Date: 11/02/98 Period: Actual/360 Int Rate: 4.690 %
 1st Pmt: 06/10/99 Pmt Schedule: Annually Pmt Amt: 110,926.77

Pmt #	Date	Elapsed Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance
1998 Totals:			0.00	0.00	0.00	
1	06/10/99	220	110,926.77	14,111.43	96,815.34	395,539.27
1999 Totals:			110,926.77	14,111.43	96,815.34	
2	06/10/00	366	110,926.77	18,859.97	92,066.80	303,472.47
2000 Totals:			110,926.77	18,859.97	92,066.80	
3	06/10/01	365	110,926.77	14,430.54	96,496.23	206,976.24
2001 Totals:			110,926.77	14,430.54	96,496.23	
4	06/10/02	365	110,926.77	9,842.01	101,084.76	105,891.48
2002 Totals:			110,926.77	9,842.01	101,084.76	
5	06/10/03	365	110,926.77	5,035.29	105,891.48	0.00
2003 Totals:			110,926.77	5,035.29	105,891.48	
Grand Totals:			554,633.85	62,279.24	492,354.61	

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EXHIBIT "F"
ACCEPTANCE CERTIFICATE

The undersigned, **HARRISON COUNTY BOARD OF SUPERVISORS** as Lessee under the Municipal Lease and Option Agreement (the "Agreement") dated _____ with **HANCOCK BANK** ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in the Agreement and Exhibit "D" thereto this _____, and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date.

Lessee confirms that the Commencement Date of the Agreement is _____ and it will commence payment in accordance with Article VI of the Agreement.

The undersigned Lessee hereby reaffirms in all respects the Certificate as Arbitrage attached as Exhibit "C" to the Agreement, and represent that, to the best of their knowledge, information and belief, the expectations therein expressed were reasonable as of the date on which they were made and are reasonable as of the Commencement Date, and that there were, and are as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

HARRISON COUNTY BOARD OF SUPERVISORS

By: _____
LARRY BENEFIELD
PRESIDENT, HARRISON COUNTY BOARD OF SUPERVISORS

By: _____
JOHN MCADAMS
CHANCERY CLERK, HARRISON COUNTY BOARD OF SUPERVISORS

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EXHIBIT "G"
CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION

We, the undersigned, **HARRISON COUNTY BOARD OF SUPERVISORS** (the "Lessee") being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Municipal Lease and Option Agreement" (the "Agreement") dated _____ and issued said date hereby certify that:

1. This Certificate is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of the Tax Reform Act of 1986.
2. The Lease being issued by Lessee is in calendar year 1998.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. To the best knowledge and belief of Lessee the Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 1998 as qualified tax-exempt obligations.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by lessee during calendar year 1998 will not exceed \$10,000,000.00.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 1998.

HARRISON COUNTY BOARD OF SUPERVISORS

By: _____
LARRY BENEFIELD
PRESIDENT, HARRISON COUNTY BOARD OF SUPERVISORS

By: _____
JOHN MCADAMS
CHANCERY CLERK, HARRISON COUNTY BOARD OF SUPERVISORS

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

LAWRENCE PRINTING CO., INC.
1-800-844-0338



State of Mississippi UCC-1
Financing Statement

1. Debtors (Last Name first for individuals)

Book & Page: _____

Filed with: _____

HARRISON COUNTY BOARD OF SUPERVISORS							
Last Name	First Name	Middle Name	Last Name	First Name	Middle Name		
P O DRAWER CC							
Mailing Address				Mailing Address			
GULFPORT		MS	24	39502			
City	State	Cty Cd	ZIP	City	State	Cty Cd	ZIP
<input type="checkbox"/> Transmitting Utility							
Tax ID/SSN:				Tax ID/SSN			
2. Secured Party (Last Name first for individuals)				3. Assignee (Last Name first for individuals)			
HANCOCK BANK							
Business Name				Business Name			
P.O. BOX 4019							
Mailing Address				Mailing Address			
GULFPORT		MS	24	39502			
City	State	Cty Cd	ZIP	City	State	Cty Cd	ZIP
Tax ID/SSN				Tax ID/SSN			

4. This financing statement covers the following types (or items) of property:

THIS EQUIPMENT IS OWNED BY THE LESSOR AND LEASED BY THE LESSEE. THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY.

5. Check if this statement is filed without the Debtor's signature to perfect a security interest in collateral

- | | |
|---|---|
| <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state | <input type="checkbox"/> where the original filing has lapsed |
| <input type="checkbox"/> which is proceeds if the security interest in the original collateral was perfected | <input type="checkbox"/> if lien to secure payment of royalty proceeds (effective 1 year) |
| <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the Debtor | |

Office Use Only

6. Check if covered: Products of Collateral

7. Number of additional sheets attached: 1

Signature of Debtor	Signature of Secured Party
---------------------	----------------------------

Signature of Debtor	Signature of Secured Party (Required only when filed without Debtor Signature)
---------------------	---

LEASE #072447

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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LAWRENCE PRINTING CO., INC.
 1-800-844-0338



State of Mississippi UCC-E
 Financing Statement

UCC-E

Extension Sheet for Uniform Commercial Code Forms UCC-1, UCC-1F, UCC-3, UCC-3F, or UCC-11

Serial Number	Description	Quantity
MDF725X080336	JOHN DEERE MOWER	2
MDF725X080619		1
1FW00279	CATERPILLAR D4C XL	2
F042254	RUGBY 10' INTIMIDATOR DUMP BODY	1
F042719		4
1HTG6AXR9WH582178	1998 INTERNATIONAL MODEL 2574 6X4	1
4SODP232XW1000075	1998 TRAILBOSS TRAILER	4
4SODP2326W1000073		1
4SODP2328W1000074		1
4SODP2324W1000072		1
1FW00317	CATERPILLAR D4C XL	1
10698	KUBOTA KX 161-2 EXCAVATOR	3
1GDHC34R0WF042254	1998 GMC SIERRA	1
1GDHC34R9WF042916		2
1GDHC34R7WF042719		2
1GTBC34R2WE529610	1998 GMC SIERRA	2
1HTSCABNOXH581934	1999 INTERNATIONAL MODEL 4700 4X2	2
1HTSCABN9XH581933		2
1HTSCAAN1XH641026	1999 INTERNATIONAL MODEL 4700 4X2	2
1HTSCAAN3XH641027		2

Signature of Debtor

LEASE #072447

Signature of Secured Party
 Sheet 2 of 2

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

NOVEMBER 1998 TERM

LAWRENCE PRINTING CO., INC.
1-800-844-0338



UCC-01

State of Mississippi UCC-1 Financing Statement

1. Debtors (Last Name first for individuals) Book & Page: _____ Filed with: _____

HARRISON COUNTY BOARD OF SUPERVISORS					
Last Name		First Name		Middle Name	
P O DRAWER CC					
Mailing Address					
GULFPORT		MS	24	39502	
City		State	City Cd	ZIP	
<input type="checkbox"/> Transmitting Utility					
Tax ID/SSN			Tax ID/SSN		
2. Secured Party (Last Name first for individuals)			3. Assignee (Last Name first for individuals)		
HANCOCK BANK					
Business Name			Business Name		
P.O. BOX 4019					
Mailing Address			Mailing Address		
GULFPORT		MS	24	39502	
City		State	City Cd	ZIP	
Tax ID/SSN			Tax ID/SSN		

4. This financing statement covers the following types (or items) of property:

THIS EQUIPMENT IS OWNED BY THE LESSOR AND LEASED BY THE LESSEE. THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY.

5. Check if this statement is filed without the Debtor's signature to perfect a security interest in collateral

- | | |
|---|---|
| <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state | <input type="checkbox"/> where the original filing has lapsed |
| <input type="checkbox"/> which is proceeds if the security interest in the original collateral was perfected | <input type="checkbox"/> if lien to secure payment of royalty proceeds (effective 1 year) |
| <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the Debtor | |

Office Use Only

6. Check if covered: Products of Collateral

7. Number of additional sheets attached: 1

Signature of Debtor	Signature of Secured Party
---------------------	----------------------------

Signature of Debtor	Signature of Secured Party (Required only when filed without Debtor Signature)
---------------------	---

LEASE #072447

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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AND IT IS FURTHER ORDERED that the Board President is HEREBY AUTHORIZED to execute a letter to Hancock Bank of Gulfport informing same that Harrison County, Mississippi is self-insured and will cover all equipment leased, the same being in the following form, words and figures, to-wit:

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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HARRISON COUNTY
 BOARD OF SUPERVISORS

1801 23RD AVENUE • P. O. DRAWER CC • GULFPORT, MISSISSIPPI 39502-0860

TELEPHONE: (601) 865-4001
 TELECOPIER: (601) 865-4206



November 2, 1998

Tim Sansone
 Loan Officer
 Hancock Bank
 Post Office Box 4019
 Gulfport, MS 39502

RE: Insurance

Dear Mr. Sansone,

I would like to inform you that Harrison County, Mississippi is a self-insured entity and will cover any and all equipment listed in the "Lease and Option Agreement" by and between Hancock Bank and Harrison County, the same having been executed on this date.

If you have any questions, regarding this matter, please do not hesitate to contact the County Administrator's Office at 865-4112.

Sincerely,

LARRY BENEFIELD
 President, Board of Supervisors
 Harrison County, Mississippi

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Supervisor LaROSA seconded the motion to adopt the above and foregoing Proclamation whereupon the President put the question to a vote with the following results:

Supervisor	BOBBY ELEUTERIUS	voted
Supervisor	LARRY BENEFIELD	voted
Supervisor	DAVID V. LAROSA, SR.	voted
Supervisor	ROBIN ALFRED MIDCALF	voted
Supervisor	C. T. SWITZER, JR.	voted

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Proclamation adopted on this the 2nd day of November 1998.

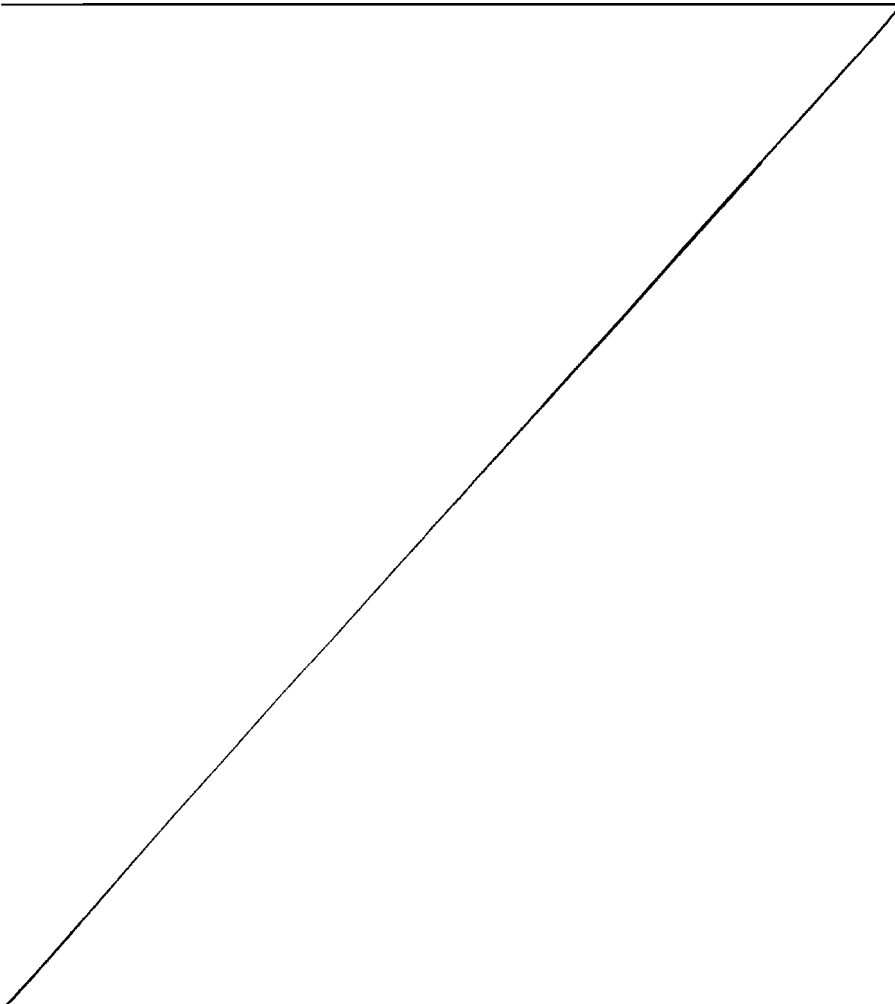
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MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER AUTHORIZING PAYMENT TO HANCOCK BANK
IN THE AMOUNT OF \$7,574.58 FOR INTERIM
INTEREST, AS PER LEASE AND OPTION AGREEMENT
FOR THE LEASE PURCHASE OF VARIOUS EQUIPMENT
FOR THE ROAD DEPARTMENT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE payment to Hancock Bank in the amount of \$7,574.58 for interim interest, as per Lease and Option Agreement for the lease purchase of various equipment for the Road Department, said request from Hancock Bank being as follows, to-wit:



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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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HANCOCK BANK

PLEASE REMIT TO: LEASING DEPARTMENT
 ONE HANCOCK PLAZA
 P.O. BOX 4019
 GULFPORT, MS 39502

DATE: 10/28/98

HARRISON COUNTY BOARD OF SUPERVISORS
P O DRAWER CC
GULFPORT, MS 39502

Gentleman:

On closing date the following amounts will be due on your Lease Number 072447:

INTERIM INTEREST	\$7,574.58
SALES OR USE TAX	\$ 0.00
UCC FILING FEE (ONE TIME FEE)	\$ 0.00
DOCUMENTATION FEES	\$ 0.00
TOTAL AMOUNT TO BE REMITTED	\$7,574.58

HANCOCK BANK

BY DIANE TAYLOR

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Supervisor **DAVID V. LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

THIS, the 2nd day of November 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following Order:

**ORDER REQUESTING THE HARRISON COUNTY
 TOURISM COMMISSION TO ADVERTISE COUNTY
 RESOURCES WITH THE PINE BURR AREA
 COUNCIL BOY SCOUTS OF AMERICA, IN THE
 AMOUNT OF \$1,000.00, FOR THE BOYS SCOUTS
 OF AMERICA 1998 DISTINGUISHED CITIZEN
 AWARD**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REQUEST the Harrison County Tourism Commission to advertise County resources with the Pine Burr Area Council Boy Scouts of America, in the amount of \$1,000.00, for the Boys Scouts of America 1998 Distinguished Citizen Award.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

THIS, the 2nd day of November, 1998.

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MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **DAVID LAROSA, SR.** moved adoption of the following
 Order:

**ORDER RESCINDING ORDER DATED OCTOBER 19,
 1998, APPROVING THE PURCHASE OF ONE 1998
 FORD CROWN VICTORIA POLICE CAR FOR THE
 CITY OF PASS CHRISTIAN, AND APPROVE
 INSTEAD PURCHASE OF ONE 1999 FORD CROWN
 VICTORIA POLICE CAR FOR THE CITY OF PASS
 CHRISTIAN FROM STATE CONTRACT IN THE
 AMOUNT OF \$19,447.75**

WHEREAS this Board, at a meeting held on the 19th day of
 October, 1998, adopted an Order approving the purchase of one 1998
 Ford Crown Victoria Police car for the City of Pass Christian, as appears
 in Minute Book 314 at Page 93. It is therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Order adopted by this Board on October 19, 1998,
 approving the purchase of one 1998 Ford Crown Victoria Police car for
 the City of Pass Christian, as per Minute Book 312 at Page 93, is HEREBY
 RESCINDED. It is further,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI that the Board does HEREBY APPROVE instead the purchase
 of one 1999 Ford Crown Victoria police car for the city of Pass Christian
 from state contract in the amount of \$19,447.75, payable from
 Account 370-703-931.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

THIS, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following
 Order:

**ORDER REQUESTING THE COUNTY
 ADMINISTRATOR TO NEGOTIATE WITH THE
 STATE OF MISSISSIPPI, DEPARTMENT OF HUMAN
 SERVICES, FOR THE CONSTRUCTION OF A NEW
 BRANCH OFFICE TO BE LOCATED IN BILOXI**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY REQUEST the County
 Administrator to negotiate with the State of Mississippi, Department
 of Human Services, for the construction of a new branch office to be
 located in Biloxi.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following Order:

**ORDER APPROVING PAYMENT OF ACCIDENT
RELATED CLAIM IN THE AMOUNT OF \$135.63 TO
LARRY E. SMITH**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of accident related claim in the amount of \$135.63 to Larry E. Smith (claim was investigated by Safety Officer Lester Thompson, District 5).

Supervisor **DAVID LAROSA, SR.** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **DAVID V. LAROSA, SR.** moved adoption of the following
 Order:

**ORDER REAPPOINTING MR. GEORGE T. WATSON AS A MEMBER
 OF THE HARRISON COUNTY TOURISM COMMISSION FOR A TERM
 OF FIVE (5) YEARS, SAID TERM ENDING MAY 31, 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY REAPPOINT Mr. George T. Watson,
 whose term expired May 31, 1998 and who has continued to serve at the
 pleasure of the Board, as a member of the Harrison County Tourism
 Commission for a term of five (5) years, said term ending May 31, 2003.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

THIS, the 2nd day of November 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following

Order:

**ORDER AUTHORIZING ADVERTISEMENT FOR BIDS
FOR MISCELLANEOUS BUILDING AND LIGHTING
IMPROVEMENTS, THREE RIVERS COMMUNITY
PARK, GULFPORT, MISSISSIPPI**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for bids for miscellaneous building and lighting improvements, Three Rivers Community Park, Gulfport, Mississippi (bids to be received December 7, 1998).

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor David V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

This, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **ROBIN ALFRED MIDCALF** moved adoption of the following:

ENTER CLOSED SESSION to discuss whether or not to enter Executive Session to discuss:

- 1) Possible litigation on eminent domain on White Star Road;
- 2) Tax matter with representatives of the Tax Collector's Office and Mr. John Woodfield regarding Ryan Walsh and Irby Steel.

The Board voted unanimously, by show of hands, to enter Executive Session.

ALL ORDERED AND DONE, this the 2nd day of November, 1998.

* * *

Supervisor **BOBBY ELEUTERIUS** moved, and Supervisor **DAVID V. LAROSA, SR.** seconded, adoption of the following:

RECONVENE FROM EXECUTIVE SESSION. The Board Attorney reported that the Board received a report on the White Star Road and tax matters with action to be taken in open meeting.

ALL ORDERED AND DONE, this the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor David V. LaRosa, Sr. moved the adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD OF
SUPERVISORS DIRECTING THE RETURN OF CHECKS
TENDERED TO THE BOARD FOR PAYMENT OF DELIQUENT
PERSONAL PROPERTY TAXES, AND FOR RELATED
PURPOSES.

WHEREAS, the Harrison County Board of Supervisors (hereafter "the Board") has received checks from certain tax payers tendering payment of delinquent personal property taxes; and

WHEREAS, the Board finds it has no authority to accept such payment and all checks received should be immediately turned over to the Harrison County Tax Collectors Office.

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

SECTION I. The Harrison County Board of Supervisors, upon the adoption of this Resolution, does hereby find that it has no authority to accept payment of delinquent personal property taxes and that all such checks received should be forthwith returned to the Harrison County Tax Collector.

SECTION II. The Clerk of the Board is hereby directed to return all such checks to the Harrison County Tax Collector.

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Supervisor Robin Alfred Midcalf seconded the motion to adopt the above and foregoing Proclamation whereupon the President put the question to a vote with the following results:

Supervisor	BOBBY ELEUTERIUS	voted,	<u>Aye</u> ,
Supervisor	ROBIN ALFRED MIDCALF	voted,	<u>Aye</u> ,
Supervisor	DAVID V. LAROSA, SR.	voted,	<u>Aye</u> ,
Supervisor	LARRY BENEFIELD	voted,	<u>Aye</u> ,
Supervisor	C.T. SWITZER, JR.	voted,	<u>Aye</u> ,

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Proclamation adopted on this the 2nd day of November, 1998.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following

Order:

**ORDER DIRECTING THE BOARD ATTORNEY TO
 TAKE THE APPROPRIATE ACTION, INCLUDING
 INJUNCTIVE RELIEF AND/OR EMINENT DOMAIN,
 IF NECESSARY, TO KEEP WHITE STAR ROAD
 OPEN**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DIRECT the Board Attorney to take the appropriate action, including injunctive relief and/or eminent domain, if necessary, to keep White Star Road open.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

this, the 2nd day of November, 1998.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
NOVEMBER 1998 TERM

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

**ORDER AUTHORIZING SUPERVISOR ELEUTERIUS
 OR ANY OTHER SUPERVISOR, THE COUNTY
 ADMINISTRATOR OR HER REPRESENTATIVE, TO
 ATTEND THE 1998 MISSISSIPPI PUBLIC TRANSIT
 ASSOCIATION CONFERENCE, NOVEMBER 18-20,
 1998 IN ROBINSONVILLE, MISSISSIPPI, AND
 APPROVING REIMBURSEMENT OF NECESSARY
 TRAVEL EXPENSES**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY AUTHORIZE Supervisor
 Eleuterius or any other Supervisor, the County Administrator or her
 representative, to attend the 1998 Mississippi Public Transit
 Association conference, November 18-20, 1998 in Robinsonville,
 Mississippi, and approving reimbursement of necessary travel
 expenses.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor DAVID V. LAROSA, SR. voted	AYE
Supervisor ROBIN ALFRED MIDCALF voted	AYE
Supervisor C. T. SWITZER, JR. voted	AYE

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

this, the 2nd day of November, 1998.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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ORDERED THAT THE BOARD RECESS in the First Judicial District until November 30, 1998, to reconvene in the meeting room of the Board of Supervisors in the First Judicial District Courthouse in the city of Gulfport, Harrison, Mississippi.

THIS, the 2nd day of November 1998.


PRESIDENT