

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

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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 TUESDAY OF JANUARY, being January 2, 2001, the first Monday of January 2001 being January 1, 2001 and a legal holiday, and the 2<sup>nd</sup> day of January 2001 being the day succeeding the first Monday of January 2001, the same being the time fixed by law and the place fixed by the Order of the Board of Supervisors of Harrison County at a former meeting thereof for holding said meeting of said Board.

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

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

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

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

**ORDER ELECTING SUPERVISOR LARRY BENEFIELD AS  
PRESIDENT FOR THE BOARD OF SUPERVISORS FOR THE  
YEAR 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ELECT Supervisor Larry Benefield as  
President for the Board of Supervisors for the year 2001.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

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Mississippi Supreme Court Judge Oliver Diaz swore in the newly elected  
Election Commissioners.

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

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

**ORDER ELECTING WILLIAM W. MARTIN AS VICE  
PRESIDENT FOR THE BOARD OF SUPERVISORS FOR THE  
YEAR 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ELECT William W. Martin as Vice  
President for the Board of Supervisors for the year 2001.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

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

**ORDER APPROVING THE EMPLOYMENT OF JOE  
MEADOWS AS BOARD ATTORNEY FOR THE YEAR 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Joe  
Meadows as board attorney for the year 2001.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER APPROVING THE EMPLOYMENT OF PAMELA  
 ULRICH AS COUNTY ADMINISTRATOR FOR THE YEAR  
 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Pamela  
 Ulrich as County Administrator for the year 2001.

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

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

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

THIS the 2nd day of January 2001.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER APPROVING THE EMPLOYMENT OF TERRY  
 BROADUS AS ROAD MANAGER FOR THE YEAR 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Terry  
 Broadus as Road Manager for the year 2001.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

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

**ORDER APPROVING EMPLOYMENT OF BOBBY KNESAL**  
**AS COUNTY ENGINEER FOR THE YEAR 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE employment of Bobby Knesal as County Engineer for the year 2001.

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

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

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

THIS the 2nd day of January 2001.

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

**ORDER APPROVING EMPLOYMENT OF NEILLE JONES AS  
PURCHASE CLERK FOR THE YEAR 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE employment of Neille Jones  
as Purchase Clerk for the year 2001.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

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

**ORDER APPROVING EMPLOYMENT OF ALL EXISTING  
EMPLOYEES OF HARRISON COUNTY FOR THE YEAR  
2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE employment of all existing  
employees of Harrison County for the year 2001.

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

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

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

THIS the 2nd day of January 2001.

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

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

**ORDER CONCURRING WITH THE TAX ASSESSOR FOR  
APPROVAL OF AMENDMENT TO SALARIES OF  
DEPUTIES FOR CERTIFIED STATE EDUCATIONAL  
INCREASE AS AUTHORIZED BY SECTION 27-3-52,  
MISSISSIPPI CODE OF 1972, EFFECTIVE JANUARY 1,  
2001 FOR EMPLOYEE, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY CONCUR with the Tax Assessor for  
approval of amendment to salaries of Deputies for certified State  
educational increase as authorized by Section 27-3-52, Mississippi Code of  
1972, effective January 1, 2001 for employee, Robyn L. Shaw, Track I  
Assessment Evaluator II, \$1000.00 per year.

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

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

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

THIS the 2nd day of January 2001.

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

**ORDER APPROVING TRAVEL, AS LISTED**

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

E. T. Flurry to attend the Mississippi Association Mid-Winter Conference  
in Jackson, January 9-10, 2001 at an estimated cost of \$294.00.

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

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

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

THIS the 2nd day of January 2001.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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The Board heard comments from Leon Lovelace and David Hartfield against the proposed zoning change and comments from the attorney representing the petitioner Keith Helton, Sr., whereupon Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER TAKING UNDER ADVISEMENT APPEAL OF THE  
 PLANNING COMMISSION'S RECOMMENDATION TO  
 REZONE PARCEL BY GLORIA HARTFIELD FROM E-1  
 TO A-1 DISTRICT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY TAKE UNDER ADVISEMENT the appeal of the Planning Commission's recommendation to rezone parcel by Gloria Hartfield from an E-1 to A-1 District until the Board members can view the property in question.

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

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

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

THIS the 2<sup>nd</sup> day of January 2001.

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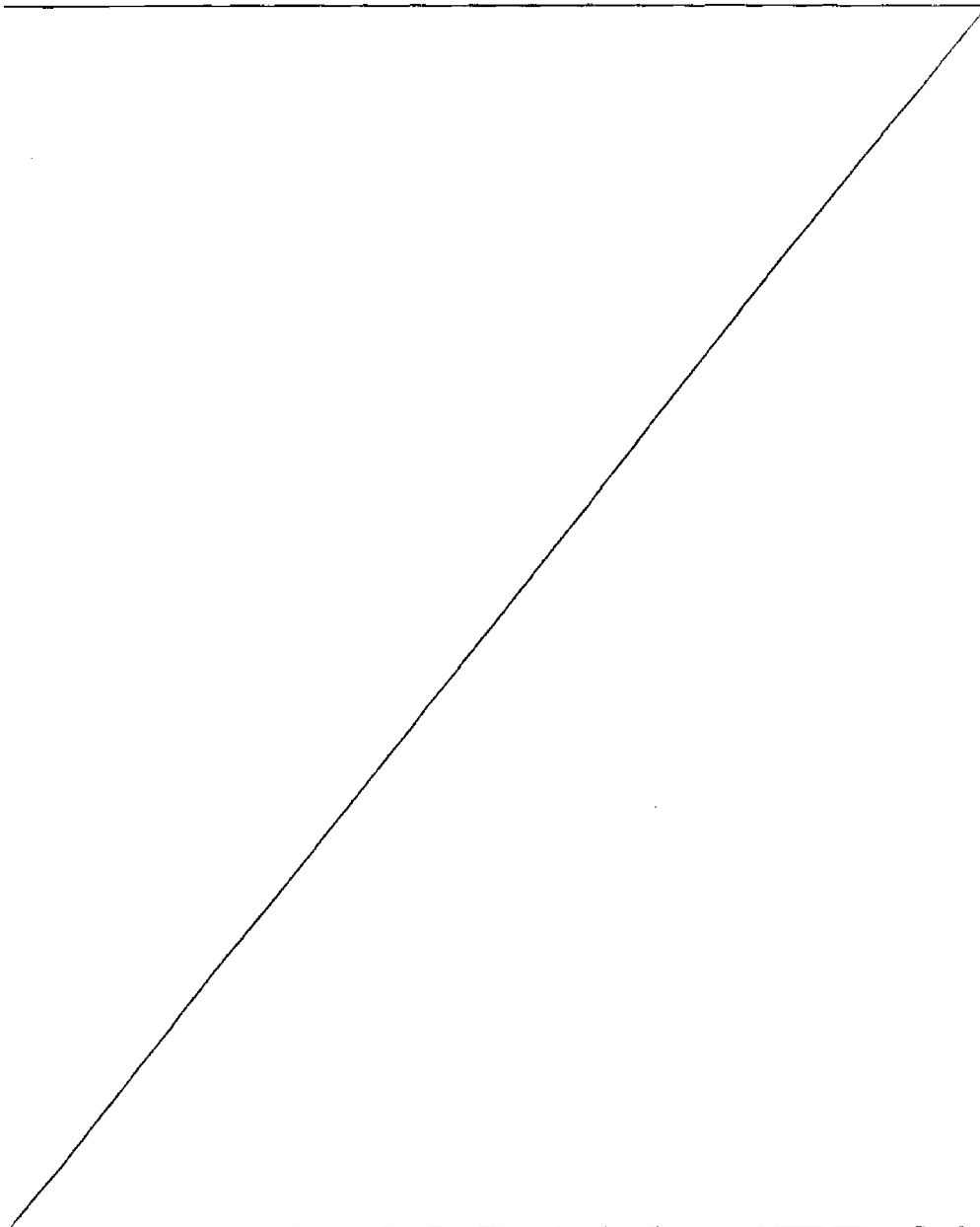
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACCEPTING ROADWAY EASEMENT AND RIGHT  
OF WAY FROM THE GREATER GULFPORT PROPERTIES,  
INC. LOCATED IN SECTION 20, TOWNSHIP 7 SOUTH,  
RANGE 11 WEST**

THERE came on for consideration the matter of the acceptance of a roadway easement and right of way from Greater Gulfport Properties, LLC to Harrison County, Mississippi, which easement and right of way is as follows, to-wit:



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STATE OF MISSISSIPPI  
 COUNTY OF HARRISON  
 FIRST JUDICIAL DISTRICT

EASEMENT AND RIGHT-OF-WAY

FOR AND IN CONSIDERATION of the sum of TEN AND 00/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Greater Gulfport Properties, LLC, does hereby grant, bargain, sell, and convey unto Harrison County, Mississippi, a perpetual right-of-way and easement along, over, under, and through the real property described below for the purpose of constructing and maintaining a connecting public road from the southwest corner of grantor's property to 34<sup>th</sup> Avenue, said easement being more particularly described as follows and as shown on the attached Exhibit "A":

A description of an easement located in the South ½ of Section 17 and the Northwest ¼ of Section 20, Township 7 South, Range 11 West, said easement being 60.00 feet wide along the northerly margin of Interstate 10 and being 50.00 feet wide at the connection to the south end of 34th Avenue as per plat of Landon Grove Subdivision recorded in Plat Book 7, Page 1, in the office of the Chancery Clerk, First Judicial District, Harrison County, Mississippi; being more particularly described as follows:

BEGIN at an angle iron found at the southwest corner of Block 11, LANDON GROVE SUBDIVISION; thence South 89 degrees 44 minutes 53 seconds West along the south margin of said 34th Avenue 50.00 feet to an angle iron found at the southeast corner of Block 10, LANDON GROVE SUBDIVISION; thence South 00 degrees 15 minutes 07 seconds East 31.74 feet to the POINT OF CURVATURE; thence 151.20 feet along the arc of a curve to the right, said curve having a radius of 975.00 feet, a central angle of 08 degrees 53 minutes 07 seconds, and a chord of 151.05 feet which bears South 04 degrees 11 minutes 26 seconds West to the POINT OF TANGENCY; thence South 08 degrees 37 minutes 59 seconds West 1144.54 feet to the POINT OF CURVATURE; thence 556.00 feet along the arc of a curve to the right, said curve having a radius of 725.00 feet, a central angle of 43 degrees 56 minutes 25 seconds, and a chord of 542.48 feet which bears South 30 degrees 36 minutes 12 seconds West to a POINT OF NON-TANGENCY; thence North 37 degrees 25 minutes 35 seconds West along a radial line to said curve 5.00 feet; thence 266.85 feet along the arc of a curve to the right being NON-TANGENT with the last described line, said curve having a radius of 720.00 feet, a central angle of 21 degrees 14 minutes 06 seconds, and a chord of 265.32 feet which bears South 63 degrees 11 minutes 28 seconds West to the POINT OF TANGENCY; thence South 73 degrees 48 minutes 31 seconds West and parallel to the northerly margin of Interstate 10 a distance of 2677.70 feet to the POINT OF CURVATURE; thence 118.60 feet along the arc of a curve the right, said curve having a radius of 665.00 feet, a central angle of 10 degrees 13 minutes 05 seconds, and a chord of 118.44 feet which bears South 78 degrees 55 minutes 04 seconds West to the POINT OF TANGENCY; thence South 84 degrees 01 minutes 36 seconds West 120.51 feet to the east line of the property recorded in Deed Book 1339, Page 392; thence South 00 degrees 23 minutes 21 seconds East along said east line 95.54 feet to the northerly margin of said Interstate 10; thence North 73 degrees 48 minutes 31 seconds East along said northerly margin 2940.28 feet to the POINT OF CURVATURE; thence 289.09 feet along the arc of a curve to the left, said curve having a radius of 780.00 feet, a central angle of 21 degrees 14 minutes 06 seconds, and a chord of 287.43 feet which bears North 63 degrees 11 minutes 28 seconds East to a POINT OF NON-TANGENCY; thence North 37 degrees 25 minutes 35 seconds West along a radial line to said curve 5.00 feet; thence 594.35 feet along the arc of a curve to the left being NON-TANGENT with the last described line, said curve having a radius of 775.00 feet, a central angle of 43 degrees 56 minutes 25 seconds, and a chord of 579.89 feet which bears North 30

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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degrees 36 minutes 12 seconds East to the POINT OF TANGENCY; thence North 08 degrees 37 minutes 59 seconds East 1144.54 feet to the POINT OF CURVATURE; thence 158.95 feet along the arc of a curve to the left, said curve having a radius of 1025.00 feet, a central angle of 08 degrees 53 minutes 07 seconds, and a chord of 158.79 feet which bears North 04 degrees 11 minutes 26 seconds East to the POINT OF TANGENCY; thence North 00 degrees 15 minutes 07 seconds West 31.74 feet to the POINT OF BEGINNING.

Contains 6.680 acres more or less.

If the public thoroughfare referred to herein is not completed on the easement property by June 30, 2002, then on that date, grantee's interest in the above described property shall revert to grantor.

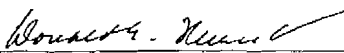
This instrument is subject to the condition that grantor shall have access to the aforesaid thoroughfare and connecting road (including for the placement of curb cuts) on both sides of such thoroughfare and connecting road, at such places as are chosen by grantor.


Executed, this the 12 day of December, 2000.

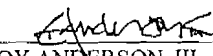
GRANTOR:


GREATER GULFPORT PROPERTIES, LLC

BY: Its Members:


  
 \_\_\_\_\_  
 DONALD E. THERIOT

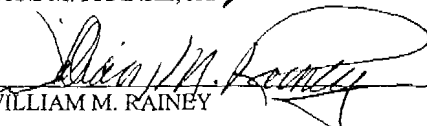
  
 \_\_\_\_\_  
 RICHARD P. SALLOUM

  
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 ROY ANDERSON, III

  
 \_\_\_\_\_  
 JOSEPH N. SALLOUM

  
 \_\_\_\_\_  
 ROBERT R. KANE

  
 \_\_\_\_\_  
 PAUL M. FRANKE, JR.

  
 \_\_\_\_\_  
 WILLIAM M. RAINEY

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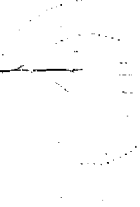
STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above named jurisdiction, the within named Donald E. Theriot, Richard P. Salloum, Roy Anderson, III, Joseph N. Salloum, Robert R. Kane, Paul M. Franke, Jr., and William M. Rainey, members of Greater Gulfport Properties, LLC, who acknowledged before me that they signed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed and for and on behalf of said Greater Gulfport Properties, LLC with authority so to do.

GIVEN UNDER MY HAND and official seal of office, this the 12 day of December, 2000.

*Rennie Compton*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.  
MY COMMISSION EXPIRES: June 6, 2001.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



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## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### JANUARY 2001 TERM

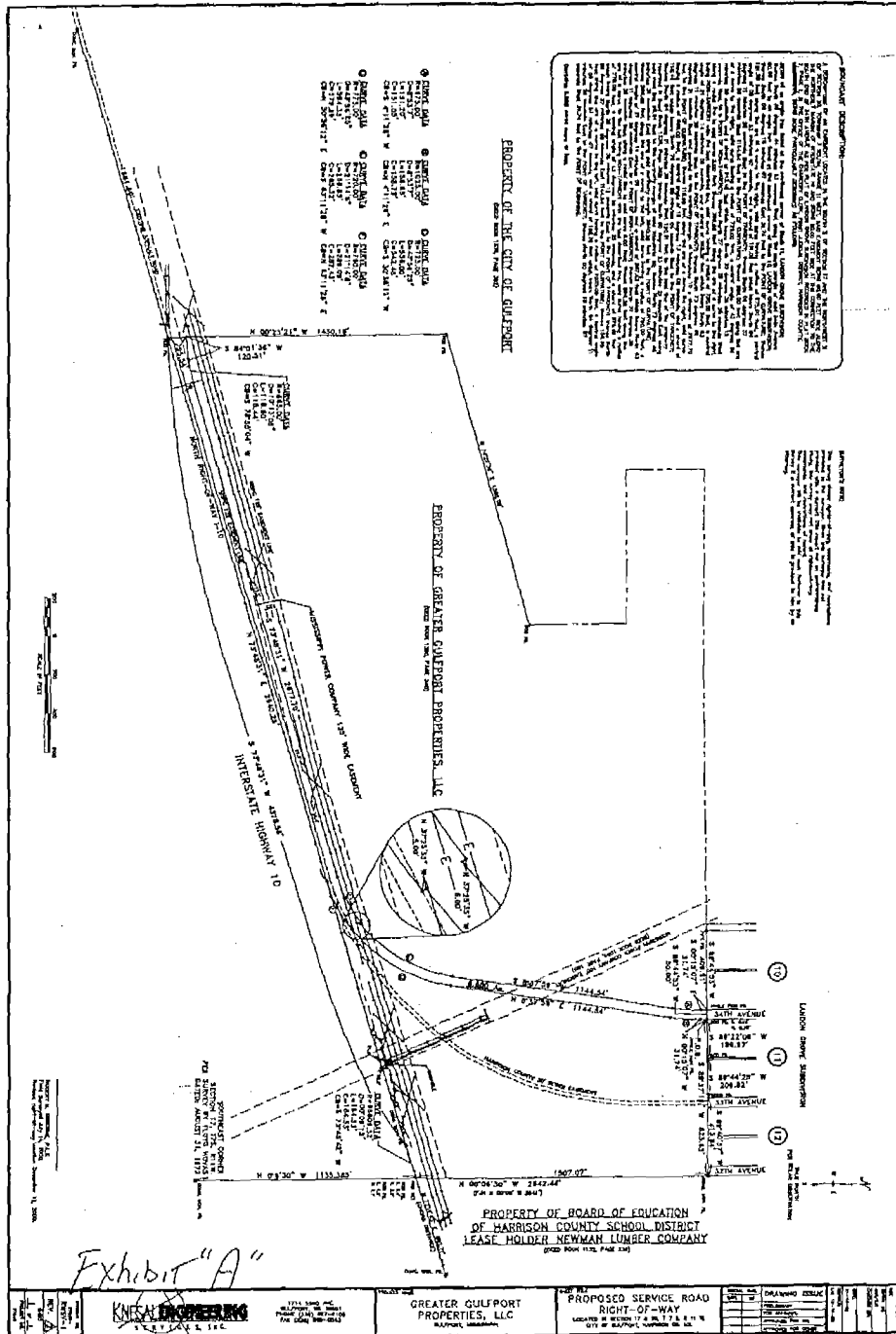


Exhibit "A"

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

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and the Board having considered said roadway easement and right of way finds it is to the best interest of Harrison County that said easement be accepted. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the roadway easement and right of way from Greater Gulfport Properties, LLC to Harrison County, Mississippi, as set forth hereinabove, be and it is HEREBY ACCEPTED. It is further,

ORDERED BY THE BOARD that said roadway easement and right of way be filed for record in the Records of Deeds in the Chancery Clerk's Office in the First Judicial District Courthouse of Harrison County, Mississippi.

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

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

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

THIS the 2nd day of January 2001.

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

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

**ORDER ACCEPTING THE ONLY BID OF THE SUN HERALD  
FOR PUBLICATION OF PROCEEDINGS, CUMULATIVE  
METHODS, OF THE BOARD OF SUPERVISORS FOR THE  
YEAR 2001**

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

1. That this Board, at a meeting heretofore held on the 11<sup>th</sup> day of December 2000, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Notice of Invitation for Bids for the publication of proceedings, cumulative method, of the Board of Supervisors of Harrison County, Mississippi, for the year 2001, pursuant to Section 19-3-35, Mississippi Code of 1972, Annotated.

2. That as directed in the aforesaid Order, said Notice of Invitation for Bids was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one year 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 29<sup>th</sup> and 31<sup>st</sup> days of December 2000.

3. That publication of said notice has been made once each week for two consecutive weeks, the last of which was at least seven working days prior to January 2, 2001, the day fixed for receiving said bids in the Order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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PROOF OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

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

- Vol. 117 No., 90 dated 29 day of Dec, 2000
- Vol. 117 No., 92 dated 31 day of Dec, 2000
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Jeri Livery  
Clerk

Sworn to and subscribed before me this 2nd day of January, A.D., 2001.

Karen Shook  
Notary Public

My Commission Expires October 15, 2003

Printer's Fee .....	\$	<u>83.10</u>
Furnishing proof of publication .....	\$	<u>6.00</u>
TOTAL .....	\$	<u>89.10</u>

NOTICE OF INVITATION FOR BIDS

SEALED bids will be accepted by the Board of Supervisors of Harrison County, Mississippi, at the Board Meeting Room in the First Judicial District Courthouse, in Gulfport, Mississippi, until the hour of 10:00 o'clock a.m., on January 2, 2001, for the publication of proceedings, cumulative method, of the Board of Supervisors of Harrison County, Mississippi, for the year 2001, pursuant to Section 19-3-35, Mississippi Code of 1972, Annotated.

All proceedings must be on file with the Clerk of the Board on or prior to the hour and date first mentioned above; must be sealed and clearly marked on the outside of the envelope as indicated "Proposals on Publication of Proceedings - to be opened January 2, 2001", envelopes not so marked are submitted at the risk of the vendor submitting said proposals, and the County assumes no responsibility for premature opening of same by any County employee.

Proposals sent through U.S. Mail are done so at the risk of said vendor submitting said proposals and should be addressed to the Board of Supervisors, in care of the Chancery Clerk's Office, Post Office Drawer CC, Gulfport, Mississippi, 39502. Bids may be delivered in person, to the Clerk of his Deputy at his Gulfport Office, if delivered in person, such bids should be delivered to the Clerk's Office in the First Judicial District Courthouse, Gulfport, Mississippi, no later than January 2, 2001, 10:00 a.m.

Specifications and bid forms may be obtained from the Chancery Clerk's Office at 1801 23rd Avenue, Gulfport, Mississippi, 39501. Telephone number (228) 855-4117.

REFERENCES:  
(a) Section 13-3-31, MS Code of 1972, Annotated  
(b) Section 19-3-35, MS Code of 1972, Annotated

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 Board of Supervisors of Harrison County, Mississippi on this the 11th of December, 2000.

John McAdams  
Chancery Clerk and Ex-Officio Clerk of the Board of Supervisors of Harrison County, Mississippi (SEAL)

Brandi Sinopoli  
Deputy Clerk

F-18, adv.29,31,2T 270989

4. That only one bid was received at the time and place and in the manner provided in said Notice of Invitation for Bids, which is as follows:

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

**SPECIFICATIONS AND TERMS**

1. Bidders responding to this advertisement must meet all the requirements set forth in reference (a)-Att. 1.
2. Current Mississippi statute pricing entitlement cap and method of computation is set forth in reference (b) - Att. 2.
3. This requested proposal does not cover court generated advertisements — only the proceedings of the Board, cumulative method, pursuant to Section 19-3-35.
4. The County reserves the right to place, at any time, advertisements in alternate newspapers (other than accepted bidder(s) when timing, legal requirements and emergencies so dictate. Further, the County reserves the right to make single or multiple awards for this service.
5. Bids may be submitted on per-word or per-line basis within the constraints of reference (b) -Att.2.
6. Bid term is from date of acceptance by the County and ending December 31, 2001.
7. The County reserves the right to cancel this contract at any time for justifiable cause. Further, the contract may be canceled by either party upon thirty (30) days written notification.

**BIDS--ALL BLANKS MUST BE COMPLETED**

1. Specify paid circulation within Harrison County, Mississippi, as furnished to the Audit Bureau of Circulation, for last month report:

September 24, 2000 = daily 49,125; Sunday 57,433

2. Specify location of the principal public business office of publication:

205 Debuys Rd. Gulfport MS 39507

3. Specify frequency of issuance of publication (if weekly specify day of the week)

Daily

4. Specify normal number of days/time advertisement must be received at business office prior to publication date:

3 business days - holidays add 1 day

First Insertion

Base Bid: \$ 0.12 per word

Copy of Proof of Publication

\$ 3.00 each

DATE: 12-28-00

VENDOR: The Sun Herald

SIGNED BY: (name and title): Laraine Academy Classified Supervisor

MAILING ADDRESS: PO Box 4567

TELEPHONE: 228-896-2385 FAX: 228-896-2362

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

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5. The Board does hereby find that the bid of The Sun Herald is as follows, Base Bid: 0.12 per word; Copy of Proof of Publication, \$3.00 each, and is the only bid received. That said bid is fair and reasonable and meets specifications, and that said bid should be accepted for publication of proceedings, cumulative method, of the Board of Supervisors of Harrison County, Mississippi, for the year 2001, pursuant to Section 19-3-35, Mississippi Code of 1972, Annotated. It is therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of The Sun Herald be, and the same is HEREBY ACCEPTED for publication of proceedings, cumulative method, of the Board of Supervisors of Harrison County, Mississippi, for the year 2001, pursuant to Section 19-3-35; Base Bid: 0.12 per word; Copy of Proof of Publication, \$3.00 each.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

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

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

**ORDER ADJUDICATING THE BURIAL OF ONE FARM  
ANIMAL IN SUPERVISOR'S VOTING DISTRICT THREE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ADJUDICATE the burial of one farm animal in Supervisor's Voting District Three. The veterinary certificate for same is on file with the Clerk of the Board.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

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

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

**ORDER ACCEPTING RESIGNATION, AS LISTED**

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

Jennifer Regard, Tourism, Manager of Travel Industry, effective  
December 20, 2000.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*



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

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

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

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

1. Ray Viator, Sand Beach, Equipment Operator I, regular full-time, at a rate of \$8.75 per hour, effective December 18, 2000, replacing Mark Crawford who was making \$9.19 per hour.

2. Fredrick Thiroux, Sand Beach, Equipment Operator I, regular full-time, at a rate of \$8.75 per hour, effective December 18, 2000, replacing Paul Russell who was making \$9.19 per hour.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

The Sheriff presented a report showing that 861 persons are currently housed in the Harrison County Jail Facilities.

\* \* \*

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

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

**ORDER ACKNOWLEDGING RECEIPT OF CHECKS**  
**TOTALING \$47,773.38, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of checks totaling \$47,773.38, as listed:

- 1) \$64.67, Central Vending Co., commissions.
- 2) \$36,960.00, U. S. Marshall, housing prisoners.
- 3) \$10,748.71, City of D'Iberville, housing prisoners.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

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

**ORDER APPROVING CLAIMS DOCKET, PER STATUTE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE claims docket as per  
statute, as follows:

<b>CLAIM</b>	<b>DESCRIPTION</b>	<b>BEGINNING CLAIM</b>	<b>ENDING CLAIM</b>
001	GENERAL COUNTY FUND	2941	3113
004	SHERIFF'S FORFEITURE FUND	15	15
025	STATE TOBACCO GRANT	26	28
058	FEDERAL GRANT	14	14
112	GARBAGE FUND (OUTSIDE)	7	7
121	H/C FIRE DISTRICTS	112	133
126	ESCROW FUND	99	104
127	LONG BEACH WATER MCT LB DRAIN	7	7
150	ROAD FUND	768	836
156	ROAD PROTECTION FUND	157	165
160	BRIDGE & CULVERT FUNDS	95	98
303	MISS. DEVELOPMENT BANK \$10M	46	48
304	6000000.00 SERIES 1996 BOND	8	8
361	G.O. YOUTH DETENTION	7	8
370	G.O. BONDS, SERIES 1998	114	117
383	L/B FISHING PIER CAPITAL PROJECT	4	4
400	SHERIFF'S CANTEEN FUND	56	58
412	H/C WASTEWATER FUND	10	10
622	911 EMER. COMMUNICATIONS SYSTEM	52	52

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 <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

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

---

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

**ORDER APPROVING TORT CLAIMS, AS LISTED**

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

- a) \$2,944.06 to Albert Necaise;
- 1) \$36.00, *Thomas v. Price, et al.*
  - 2) \$37.46, *Lyle v. Price, et al.*
  - 3) \$2,789.60, *Parker v. Price, et al.*
  - 4) \$18.00, *Henderson v. Price, et al.*
  - 5) \$63.00, *Lacoste v. Price, et al.*

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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---

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

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

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE payment of claims, as listed:

- a) \$66.36 to Albert Necaize, Harrison County Detention for U.S. Department of Justice Inquiry in regard to Alleged Violations of the Americans with Disabilities Act by the HCDC USAO#1999v00424.
- b) \$4,788.10 to Dukes, Dukes, Keating & Faneca, P.A. for the Long Beach Water Management District Docket of Claims.
- c) \$6,892.50 to Shaw Design Group, P.A. for professional services rendered on renovations to the Biloxi County Jail, Commission 9727, Invoice No. 9727-13, payable from #361-223-581.
- d) \$1,878.40 to Central Investigations & Collections for services rendered on Collection Services for Justice Court, payable from #001-166-581, for the following:
  - 1) \$1,274.40 to G. L. Sanders;
  - 2) \$604.00 to Martha Rivers;
- e) \$9,827.35 to Knesal Engineering Services, Inc. for engineering services rendered for the extension of the pier at Jeff Davis Avenue in Long Beach KES Project No. 1506, Invoice No. 20-363, payable from #383-543-555;
- f) \$12,450.00 to Turn Key Construction for Pay Request No. 4 for engineering services on Amos Crouch/Hanna Knox Concession Stand, as recommended by Moran, Seymour & Associates, Engineers, payable from #370-704-581;

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

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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---

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

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

THIS the 2nd day of January 2001.

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

---

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

**ORDER AUTHORIZING PAYMENT IN THE TOTAL  
 AMOUNT OF \$4,158.40 TO DICKINSON, ROS, WOOTEN  
 & SAMSON, PLLC, FOR EMINENT DOMAIN, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY AUTHORIZE payment in the total  
 amount of \$4,158.40 to Dickinson, Ros, Wooten & Samson, PLLC, for eminent  
 domain, payable from #160-360-581, as listed:

- a) Bridge LSBP24(5), \$815.00;
- b) Bridge LSBP24(6), \$2,300.00;
- c) Bayou Portage, \$1,043.40.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*



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

---

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

**ORDER APPROVING PAYMENT OF \$2,000.00 TO  
 JEANNE S. ADAMS FOR APPRAISALS OF PROPERTIES  
 OF MARIE AND KAREN STEUBE, AND O'MAR,  
 SIGWORTH, PIEPER, AND JEFFERSON, BAYOU  
 PORTAGE EMINENT DOMAIN PROCEEDINGS, AS  
 RECOMMENDED BY DICKINSON, ROS, WOOTEN &  
 SAMSON, PLLC**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY APPROVE payment of \$2,000.00 to  
 Jeanne S. Adams for appraisals of properties of Marie and Karen Steube, and  
 O'Mar, Sigworth, Pieper, and Jefferson, Bayou Portage eminent domain  
 proceedings, as recommended by Dickinson, Ros, Wooten & Samson, PLLC,  
 payable from #160-360-581.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

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

---

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

**ORDER APPROVING PAYMENT IN THE AMOUNT OF  
 \$12,902.85 TO HAYNES ELECTRIC COMPANY, INC. FOR  
 COMMISSION 2023, ELECTRICAL WORK TO THE  
 GULFPORT ADULT DETENTION FACILITY, AS  
 RECOMMENDED BY SHAW DESIGN GROUP, P.A.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY APPROVE payment in the amount of  
 \$12,902.85 to Haynes Electric Company, Inc. for Commission 2023, Electrical  
 Work to the Gulfport Adult Detention Facility, as recommended by Shaw  
 Design Group, P.A., Invoice #0081-1214, payable from #304-238-581.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

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

---

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

**ORDER APPROVING APPLICATION AND CERTIFICATE  
FOR PAYMENT NO. 08, \$142,729.19 TO J.O. COLLINS  
CONTRACTORS, INC. FOR COMMISSION 9727,  
RENOVATIONS OF COUNTY JAIL TO A JUVENILE  
DETENTION FACILITY, BILOXI, AS RECOMMENDED BY  
SHAW DESIGN GROUP, P.A.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE Application and Certificate  
for Payment No. 08, \$142,729.19 to J.O. Collins Contractors, Inc. for  
Commission 9727, renovations of county jail to a juvenile detention facility,  
Biloxi, as recommended by Shaw Design Group, P.A., payable from  
#361-223-581.

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

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

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

THIS the 2nd day of January 2001.

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

---

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

**ORDER AUTHORIZING REFUND OF \$851.13 TO THOMAS  
M. STOPSON FOR TAXES PAID IN ERROR ON PARCEL  
#0605A-01-072.000, FIRST JUDICIAL DISTRICT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY AUTHORIZE refund of \$851.13 to  
Thomas M. Stopson for taxes paid in error on Parcel #0605A-01-072.000, First  
Judicial District.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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---

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

**ORDER AUTHORIZING REDEMPTION FOR ERRONEOUS  
TAX SALE IN THE AMOUNT OF \$74.39 ON PARCEL  
#0810C-03-031.00 (IN BANKRUPTCY), FIRST JUDICIAL  
DISTRICT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY AUTHORIZE redemption for  
erroneous tax sale in the amount of \$74.39 on Parcel #0810C-03-031.00 (in  
bankruptcy), First Judicial District.

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 <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF APPROVAL OF THE  
STATE TAX COMMISSION FOR AD VALOREM TAXATION  
EXEMPTION FOR KNIGHT ABBEY COMMERCIAL PRINTERS,  
INC. FOR A PERIOD OF FIVE YEARS FROM AND AFTER JUNE  
5, 2000, WITH A TOTAL TRUE VALUE OF \$2,557,823**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of approval of  
the State Tax Commission for Ad Valorem Taxation Exemption for Knight  
Abbey Commercial Printers, Inc. for a period of five years from and after  
June 5, 2000, with a total true value of \$2,557,823, which is as follows:

Ed Buelow, Jr., Chairman  
and Commissioner of Revenue

Lisa W. Davis, CPA  
Associate Commissioner

Russell E. Hawkins, CPA  
Associate Commissioner



**MISSISSIPPI**

STATE TAX COMMISSION

Office of Property Tax  
Post Office Box 960  
Jackson, Mississippi 39205-0960  
Telephone: 601-923-7631  
Fax: 601-923-7637

December 15, 2000

Mr. John McAdams  
Chancery Clerk-Harrison County  
Post Office Drawer CC  
Gulfport, MS 39501

**RE: Ad Valorem Taxation Exemption - Knight Abbey Commercial Printers, Inc.**

Dear Mr. McAdams:

In response to your application for ad valorem taxation exemption, except for state and school district taxes, we concur with the prior approval of the local authorities from which this exemption is sought. This exemption is for a period of five (5) years from and after June 5, 2000, with a total true value of \$2,557,823.

In accordance with the power and authority conferred upon the State Tax Commission by Section 27-31-101, et seq., Mississippi Code of 1972, as amended, the State Tax Commission hereby certifies that the above captioned property is eligible for ad valorem tax exemption and is in compliance with the provisions of the above statute.

By issuing this certificate of approval, we are enclosing the original application of the above captioned corporation for further action by the board of supervisors, and/or the governing authorities of the municipality, to enter a final order on its minutes declaring that this property is exempted and the dates when such exemption commences and expires.

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

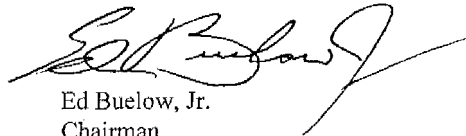
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Mr. John McAdams  
Page -2-  
December 15, 2000

**Please submit to our office a copy of your final board resolution showing the total true value approved by the board.**

With kindest personal regards, we are

Sincerely yours,



Ed Buelow, Jr.  
Chairman

EB/pf

Enclosures

cc: Mr. E. T. "Tal" Flurry, Jr., Harrison County Tax Assessor

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

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

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

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

THIS, the 2<sup>nd</sup> day of January 2001.

\* \* \*



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

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

**ORDER ACKNOWLEDGING RECEIPT OF APPROVAL OF THE  
STATE TAX COMMISSION FOR AD VALOREM TAXATION  
EXEMPTION FOR F.E.B. DISTRIBUTING COMPANY, INC. FOR A  
PERIOD OF FIVE YEARS FROM AND AFTER APRIL 17, 2000,  
WITH A TOTAL TRUE VALUE OF \$4,589,214**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of approval of  
the State Tax Commission for Ad Valorem Taxation Exemption for F.E.B.  
Distributing Company, Inc. for a period of five years from and after April 17,  
2000, with a total true value of \$4,589,214, which is as follows:

Ed Buelow, Jr., Chairman  
and Commissioner of Revenue

Lisa W. Davis, CPA  
Associate Commissioner

Russell E. Hawkins, CPA  
Associate Commissioner



**MISSISSIPPI**

STATE TAX COMMISSION

December 15, 2000

Office of Property Tax  
Post Office Box 960  
Jackson, Mississippi 39205-0960  
Telephone: 601-923-7631  
Fax: 601-923-7637

Mr. John McAdams  
Chancery Clerk-Harrison County  
Post Office Drawer CC  
Gulfport, MS 39501

**RE: Ad Valorem Taxation Exemption - F. E. B. Distribution Company, Inc.**

Dear Mr. McAdams:

In response to your application for ad valorem taxation exemption, except for state and school district taxes, we concur with the prior approval of the local authorities from which this exemption is sought. This exemption is for a period of five (5) years from and after April 17, 2000, with a total true value of \$4,589,214.

In accordance with the power and authority conferred upon the State Tax Commission by Section 27-31-101, et seq., Mississippi Code of 1972, as amended, the State Tax Commission hereby certifies that the above captioned property is eligible for ad valorem tax exemption and is in compliance with the provisions of the above statute.

By issuing this certificate of approval, we are enclosing the original application of the above captioned corporation for further action by the board of supervisors, and/or the governing authorities of the municipality, to enter a final order on its minutes declaring that this property is exempted and the dates when such exemption commences and expires.

**MINUTE BOOK**  
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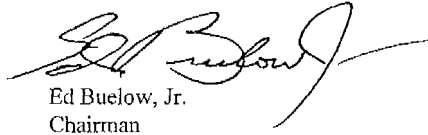
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Mr. John McAdams  
Page -2-  
December 15, 2000

**Please submit to our office a copy of your final board resolution showing the total true value approved by the board.**

With kindest personal regards, we are

Sincerely yours,



Ed Buelow, Jr.  
Chairman

EB/pf

Enclosures

cc: Mr. E. T. "Tal" Flurry, Jr., Harrison County Tax Assessor

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 2<sup>nd</sup> day of January 2001.

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

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

**ORDER ACKNOWLEDGING RECEIPT OF HARRISON COUNTY  
CORRECTIONAL FACILITIES FINANCE AUTHORITY AUDIT FOR  
SEPTEMBER 30, 2000 AND 1999, A COPY OF SAME BEING  
ON FILE IN THE CHANCERY CLERK'S OFFICE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of Harrison  
County Correctional Facilities Finance Authority audit for September 30, 2000  
and 1999, a copy of same being on file in the Chancery Clerk's office.

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 <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

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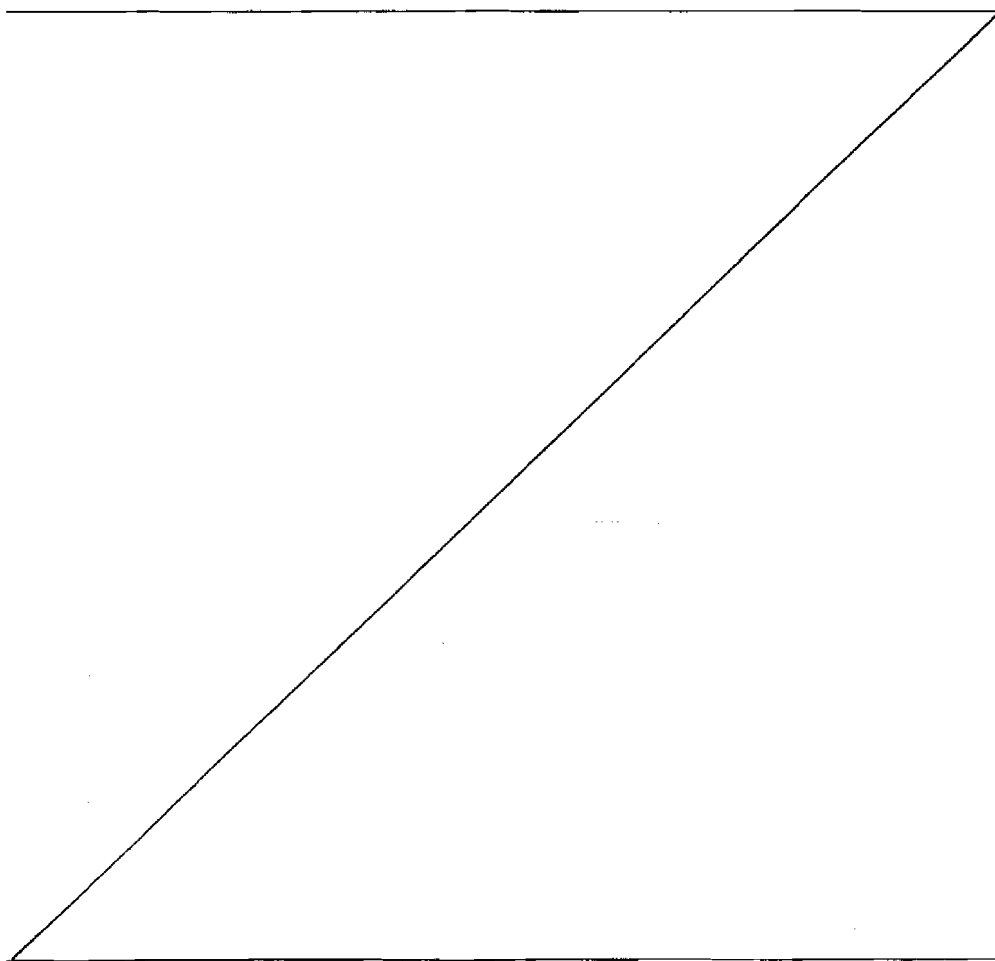
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING CONTRACTUAL AGREEMENT WITH JOHN  
MCADAMS, CHANCERY CLERK, IN THE AMOUNT NOT TO  
EXCEED \$45,000.00, FOR THE PURPOSE OF RESTORING AND  
PRESERVING RECORDS ESSENTIAL TO THE OPERATION OF  
GOVERNMENT, PURSUANT TO SECTION 19-15-1 OF THE  
MISSISSIPPI CODE OF 1972, ANNOTATED, FOR THE  
CALENDAR YEAR 2001, AND AUTHORIZING THE BOARD  
PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE contractual agreement with  
John McAdams, Chancery Clerk, in the amount not to exceed \$45,000.00, for  
the purpose of restoring and preserving records essential to the operation  
of Government, pursuant to Section 19-15-1 of the Mississippi Code of  
1972, annotated, for the calendar year 2001, and authorizing the  
Board President to execute same, said agreement being as follows:



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**RECORDS PRESERVATION AND  
RESTORATION CONTRACT**

The Harrison County Board of Supervisors does hereby contract with John McAdams, Chancery Clerk for the purpose of preserving and restoring records essential to the operation of government and to the protection of the rights and interest of persons as authorized by Miss. Code Section 19-15-1.

Services provided will include but not be limited to: proofing and correcting land records, scanning record and deed books in order to convert to computer storage.

Payment for services provided will be upon a claim filed quarterly with the County by the Chancery Clerk. The claim will be for the total employee expense involved for the preserving and restoring of records, not to exceed \$45,000.00 annually.

This Contract is entered January 2, 2001.

\_\_\_\_\_  
President, Board of Supervisors

\_\_\_\_\_  
John McAdams,  
Chancery Clerk

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

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

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

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

**ORDER APPROVING EMPLOYMENT OF JOHN MCADAMS,  
 CHANCERY CLERK, TO COLLECT AND ASSEMBLE DATA AND  
 INFORMATION TO PERFORM THE SERVICE REQUIRED BY THE  
 BOARD OF SUPERVISORS FOR PREPARING HOMESTEAD  
 EXEMPTIONS, AS PER 27-33-37(M) OF THE MISSISSIPPI  
 CODE, 1972, AS AMENDED, TO PERFORM CERTAIN DUTIES  
 AND FIXING COMPENSATION FOR SAID SERVICES FOR THE  
 YEAR 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY APPROVE employment of John  
 McAdams, Chancery Clerk, to collect and assemble data and information to  
 perform the service required by the Board of Supervisors for preparing  
 Homestead Exemptions, as per 27-33-37(M) of the Mississippi Code, 1972, as  
 amended, to perform certain duties and fixing compensation for said  
 services for the year 2001.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*



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

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

**ORDER ACKNOWLEDGING RECEIPT OF LETTER FROM JOHN  
 MCADAMS, CHANCERY CLERK, REGARDING NEWLY ADOPTED  
 HARRISON COUNTY CHANCERY CLERK'S OFFICE EMPLOYEE  
 HANDBOOK**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of letter from  
 John McAdams, Chancery Clerk, regarding newly adopted Harrison County  
 Chancery Clerk's Office Employee Handbook, said letter being as follows:

**CHANCERY CLERK**

HARRISON COUNTY, MISSISSIPPI  
 1st JUDICIAL DISTRICT

JOHN McADAMS

Post Office Drawer CC  
 GULFPORT, MISSISSIPPI 39502

WILLIAM W. MARTIN  
 Supervisor District 4

CONNIE M. ROCKCO  
 Supervisor District 5

BOBBY ELEUTERIUS  
 Supervisor District 1

LARRY BENEFIELD  
 Supervisor District 2

MARLIN R. LADNER  
 Supervisor District 3

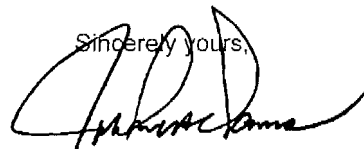
December 27, 2000

Harrison County Board of Supervisors  
 Gulfport, Mississippi

Dear Members of the Board:

This is to advise that as Chancery Clerk of Harrison County, Mississippi, I have adopted a Harrison County Chancery Clerk's Office Employee Handbook, which became effective October 1, 2000, and is on file in my office.

Sincerely yours,

  
 JOHN McADAMS  
 Chancery Clerk

hc

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

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

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

**ORDER APPROVING ISSUANCE OF DUPLICATE WARRANT IN  
THE AMOUNT OF \$750.00 TO JEFFERY S. JOHNSTON D/B/A  
RECON INV.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE issuance of duplicate warrant in the amount of \$750.00 to Jeffery S. Johnston d/b/a Recon Inv., per certificate and affidavit on file with the Clerk of the Board.

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

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

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

THIS the 2nd day of January 2001.

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

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

**ORDER SPREADING UPON THE MINUTES THE LIST OF LEGAL  
HOLIDAYS IN HARRISON COUNTY FOR 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY SPREAD UPON THE MINUTES OF THE  
BOARD the list of legal holidays in Harrison County for 2001, same being as  
follows:

**2001 LEGAL HOLIDAYS IN HARRISON COUNTY, MISSISSIPPI**

**NEW YEAR'S DAY**

The first day of January January 1, 2001

**GENERAL ROBERT E. LEE AND  
DR. MARTIN LUTHER KING, JR.'S BIRTHDAYS**

The third Monday of January January 15, 2001

**MARDI GRAS**

In lieu of Washington's birthday February 27, 2001

**CONFEDERATE MEMORIAL DAY**

The last Monday of April April 30, 2001

**JEFFERSON DAVIS' BIRTHDAY AND  
NATIONAL MEMORIAL DAY**

The last Monday of May May 28, 2001

**INDEPENDENCE DAY**

The fourth of July July 4, 2001

**LABOR DAY**

The first Monday of September September 3, 2001

**ARMISTICE OR VETERANS' DAY**

The 11<sup>th</sup> day of November November 11, 2001

**THANKSGIVING DAY**

The day fixed by Governor's Proclamation November 22, 2001

**CHRISTMAS**

The 25<sup>th</sup> of December December 25, 2001

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

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

**ORDER ACCEPTING FOR SECOND READING AND FINAL  
APPROVAL THE AMENDED TAKE-HOME POLICY FOR  
COUNTY-OWNED VEHICLES**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ACCEPT second reading and final  
approval the amended take-home policy for county-owned vehicles, same  
being as follows:

**POLICY ADDENDUM**

Take-Home Policy For County-Owned Vehicles

**PURPOSE**

To ensure the proper use of public funds with regards to the county practice of allowing employees to commute to and from work in county-owned vehicles.

**DEFINITIONS**

The following terms shall have the following meanings:

1. Assigned take-home vehicle – means a county vehicle that is used by a county employee for county business and for regularly commuting to and from the employee's home and work station.
2. Assigned vehicle – means a county vehicle assigned to a department or county employee for county business, but not for employee commuting to and from the employee's home and work station.
3. Call-out – means a directive to an employee to report to a work site during off duty time or day, and to respond to emergencies that require immediate response to protect life and property.
4. Emergency Response/On-Call Personnel – means an employee who has primary responsibility to respond after working hours to emergencies that require immediate response to protect life and property.
5. Motor pool dispatch vehicle – means a vehicle issued from a central motor pool for a single trip or for less than three working days.
6. Occasional overnight usage of county owned vehicles – means county employees taking home county-owned vehicles after attending night meetings or other county business activities that occur outside and employee's normally scheduled work hours. Occasional overnight usage of a county-owned vehicle shall mean no more than once a week on average.

**POLICY**

The Harrison County Board of Supervisors wishes to restrict the number of county owned vehicles being used by employees to commute to and from work. The use of Motor Pool dispatch vehicles or travel reimbursement is preferred over the

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assignment of take-home vehicles for conducting county business before or after normal working hours. The Harrison County Administrator and Road Manager will make recommendations to the Board of Supervisors as to which employees are assigned take-home vehicles. The Harrison County Board of Supervisors must approve the assignment of take-home county vehicles. Assignment of a county vehicle is neither a privilege nor a right of any county employee. Take-home vehicles must be used only for county business and should remain parked if not needed.

The following criteria will be used by the Harrison County Board of Supervisors in determining county employees that are eligible to be assigned take-home vehicles:

1. **EMERGENCY RESPONSE/ON-CALL PERSONNEL** – Take-home vehicles may be assigned to employees who:
  - Emergency Response/On-Call Personnel have primary responsibility to respond to emergencies which require immediate response to protect life and property. Employees must have primary responsibility to immediately respond when they are called-out and must have such responsibilities noted on their job description.
  - Cannot use alternative forms of transportation to respond to emergencies.
  - Cannot pick up county-owned assigned vehicles at designated sites without impacting the employee's ability to respond to emergencies that require immediate response to protect life and property.
  - Emergency response assignments should be supported by data demonstrating the actual number and nature of emergency responses in the prior year, and estimates of future emergency responses. There must be an explanation as to why an employee cannot use alternative forms of transportation to respond to the emergencies or pick up county-owned assigned vehicles at designated parking areas.
  - Special equipment vehicles assignments shall be supported by information describing the special equipment needed to perform the county work.
  
2. **ECONOMIC BENEFIT TO THE COUNTY** – Take-home vehicles may be assigned if employee's travel reimbursement costs are greater than the commuting cost associated with overnight vehicle usage.

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3. **OCCASIONAL OVERNIGHT USAGE OF COUNTY-OWNED VEHICLES** – Occasional overnight usage of county-owned vehicles are permitted. Such occasional use of county vehicles may occur when an employee attends a meeting away from the employee's normal place of work, and outside an employee's normally scheduled workday. Other types of occasional usage include:

- Inclement weather conditions – When an employee is on call and has primary responsibility to respond during inclement weather conditions.
- Emergency preparedness or seasonal assignment – County owned vehicle is permitted when an employee is on call and vehicle is taken home during seasonal assignments.

**SEMIANNUAL MONITORING AND EVALUATION**

By June 30 and December 31 of each year, the County Administrator and Road Manager shall make available to the Board of Supervisors and the public an updated list of take-home vehicle assignments by department and position title. In addition, there should be written documentation for each take-home vehicle assignment that describes how each assignment meets the criteria set forth in this policy.

During the semiannual monitoring the County Administrator and Road Manager will certify that all employees that are assigned a take-home vehicle meet the criteria set forth in this policy. The County Administrator and Road Manager will propose any recommended changes to the Board of Supervisors for their approval.

**PROCEDURES**

1. The County Administrator and Road Manager shall:
  - Maintain all records and ensure all records be readily available to the Board of Supervisors and the public upon request.
  - Report semiannually a list, supported by documentation that supports the criteria of this policy, of take-home vehicle assignments by department to the Board of Supervisors for their approval.



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- Approves requests by employees who present the need for occasional overnight usage of county-owned vehicles.

2. Each Department Head shall:

- Monitor the assignments of all take-home vehicles in their respective departments. Ensure that all employees that are assigned take-home vehicles are trained and are knowledgeable in the responsibilities of driving county-owned vehicles.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

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

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

**ORDER REQUESTING THE BOARD ATTORNEY TO DRAFT  
POLICY CONCERNING THE PURCHASE OF VEHICLES, TAKING  
INTO ACCOUNT PRICING AND FUEL EFFICIENCY  
NOTWITHSTANDING COMPROMISE OF JOB PERFORMANCE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY REQUEST the Board Attorney to draft  
policy concerning the purchase of vehicles, taking into account pricing and  
fuel efficiency notwithstanding compromise of job performance.

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 <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

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

**ORDER ACCEPTING THE LOW BID OF TURN KEY  
CONSTRUCTION IN THE AMOUNT OF \$44,660.00 FOR THE  
LONG BEACH PIER EXTENSION, PHASE III, AS RECOMMENDED  
BY KNESAL ENGINEERING, AND AUTHORIZING THE BOARD  
PRESIDENT TO EXECUTE THE STANDARD FORM OF  
AGREEMENT AND NOTICE TO PROCEED**

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

1. That this Board, at a meeting heretofore held on the 7<sup>th</sup> day of November 2000, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for the Long Beach Extension, Phase III.
2. That as directed in the aforesaid Order, said Advertisement for Bids was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one year next immediately preceding the date of said Order directing publication of said Advertisement, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Advertisement was published on November 9 and 12, 2000.
3. That publication of said Advertisement was made once each week for two consecutive weeks, the last of which was at least seven working days prior to December 19, 2000, the day fixed for receiving said bids in the Order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### JANUARY 2001 TERM

### PROOF OF PUBLICATION

ADVERTISEMENT FOR BIDS  
 HARRISON COUNTY, MISSISSIPPI  
 The Harrison County Board of Supervisors, Gulfport, Mississippi will receive bids for  
 HARRISON COUNTY  
 STATE OF MISSISSIPPI  
 LONG BEACH  
 PIER EXTENSION  
 PLANS II  
 LONG BEACH, MISSISSIPPI  
 at HARRISON COUNTY, MISSISSIPPI at the BOARD MEETING ROOM, 1000 STATE JUDICIAL DISTRICT COURTHOUSE at GULFPORT, MISSISSIPPI on December 19, 2000 and thereafter at the place and time specified in the advertisement.  
 Bids will be received for the extension of a pier located on the beach, south of the Gulf Drive Avenue in Long Beach in Harrison County, Mississippi. Approximately 1,000 lineal feet of the pier will be added to the present structure.  
 Contract documents, including Drawings and Technical Specifications, are on file in the office of the Clerk of the Board of Supervisors at the Harrison County Courthouse, Gulfport, Mississippi.  
 Plans and Specifications may be reviewed at the office of the Board of Supervisors, 1714 22nd Avenue, Gulfport, MS 39501, upon payment of \$25.00 deposit.  
 Contractors are to prepare and submit bids in sealed envelopes and to place the same in the office of the Clerk of the Board of Supervisors, 1714 22nd Avenue, Gulfport, Mississippi, on or before the date of the opening of bids for the purpose of reviewing the bids and recommending the qualifications of bidders, prior to opening of the contract.  
 By Order of the Board of Supervisors, adopted November 8, 2000.  
 Dated this 7th day of November, 2000.  
 LYNZEE PEGUES, CLERK of the Harrison County Board of Supervisors.  
 By: Lynn Pegues, Deputy Clerk  
 2-0812/11-27-00

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON

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

- Vol. 117 No., 40 dated 9 day of Nov, 2000
- Vol. 117 No., 42 dated 12 day of Nov, 2000
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Lynn Pegues  
 Clerk

Sworn to and subscribed before me this 23rd day of February, A.D., 2001  
Lynn Pegues  
 State of Mississippi  
 My Commission Expires on April 29, 2001 Notary Public

Printer's Fee ..... \$ \_\_\_\_\_  
 Furnishing proof of publication ..... \$ \_\_\_\_\_  
 TOTAL ..... \$ \_\_\_\_\_

4. That on December 11, 2000 an Order was entered designating representatives from purchasing and the Chancery Clerk's office as the Board's representatives to receive said bids on December 19, 2000.
5. That bids were received at the time and place and in the manner provided in said Advertisement for Bids. The following bids were received:

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

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**BID PROPOSAL**

Date 12-15-00

Proposal of

Turn Key Construction, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of MS, doing business as Corporation \*

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

HARRISON COUNTY  
 STATE OF MISSISSIPPI  
 LONG BEACH PIER EXTENSION  
 PHASE III  
 LONG BEACH, MISSISSIPPI

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addenda:

1

\*Insert corporation, partnership or individual as applies

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

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

<u>NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>EXTENSION</u>	
<b>1. MOBILIZATION AND DEMOBILIZATION</b>				
\$ 2500	LUMP SUM	1 LS	\$ 2500.00	SUBTOTAL
<i>Twenty five Hundred</i>				UNIT PRICE IN WORDS
<b>2. PILINGS</b>				
\$ 307.50	EACH PILING	48 EA	\$ 14,760	SUBTOTAL
<i>Fourteen thousand seven hundred sixty</i>				UNIT PRICE IN WORDS
<b>3. PIER - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 7' WIDE PIER</b>				
\$ 11,00.00	EACH 10' SECTION	20 EA	\$ 22,000	SUBTOTAL
<i>Twenty two thousand</i>				UNIT PRICE IN WORDS
<b>4. PLATFORMS - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 10' WIDE FISHING PLATFORMS</b>				
\$ 1350.00	EACH 10' SECTION	4 EA	\$ 5400.00	SUBTOTAL
<i>Fifty four Hundred</i>				UNIT PRICE IN WORDS
<b>TOTAL BASE BID</b>			\$ 44,660.00	<b>TOTAL</b>
<i>Forty four thousand six hundred sixty</i>				<b>TOTAL</b>

(TOTAL/BASE BID amount is to be in figures and words. In case of discrepancy, the amount shown in words will govern.)

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

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

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

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

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

5%

(\$ 5% of Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: *Proctor, T. L.*  
signature

(SEAL - if bid is by corporation)

Address: *2000 Chicot St.*  
*Kosciusko, MS 39581*



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

**BARKSDALE BONDING AND INSURANCE, INC.**

P. O. Box 13389 Jackson, MS 39236-3389  
PH (601) 981-6700 WATS (800) 844-6700 FAX (601) 981-9191

**BID BOND**  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Turn-Key Construction, Pascagoula, MS

as Principal, hereinafter called the Principal, and American Casualty Company of Reading, Pennsylvania

a corporation duly organized under the laws of the state of Pennsylvania

as Surety, hereinafter called the Surety, are held and firmly bound unto  
Hancock County Board of Supervisors

As Obligee, hereinafter called Obligee, in the sum of Five Percent (5%) of Bid Amount

Dollars (\$

for the payment of which sum will and truly to be made, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
Long Beach Pier Extension, Phase III, as per proposal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as many be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution therefore, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19<sup>th</sup> day of December 20 00

[Signature]  
(Witness)

Turn-Key Construction  
(Principal) (Seal)  
By [Signature], President  
(Title)

[Signature]  
(Witness)

American Casualty Company of Reading, Pennsylvania  
(Surety)  
By [Signature]  
(Attorney-in-fact & Res. Miss. Agent)  
Angie M. Pruitt

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

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**BID PROPOSAL**

Date 12-19-00

Proposal of ANCHOR SERVICE & SALES

(hereinafter called "Bidder"), organized and existing under the laws of the State of  
MISS, doing business as ANCHOR SERVICE & SALES

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

HARRISON COUNTY  
 STATE OF MISSISSIPPI  
 LONG BEACH PIER EXTENSION  
 PHASE III  
 LONG BEACH, MISSISSIPPI

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addenda:

10" BUT MISPRINTED TO " TIP ON PILING SIZE

\*Insert corporation, partnership or individual as applies

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

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
<b>1. MOBILIZATION AND DEMOBILIZATION</b>			
\$	<u>750.00</u> LUMP SUM	1 LS	\$ <u>750.00</u> SUBTOTAL
	<u>SEVEN HUNDRED &amp; FIFTY DOLLARS TOTAL</u>		UNIT PRICE IN WORDS

<b>2. PILINGS</b>			
\$	<u>285.00</u> EACH PILING	48 EA	\$ <u>13680</u> SUBTOTAL
	<u>TWO HUNDRED AND EIGHTY FIVE DOLLAR EACH</u>		UNIT PRICE IN WORDS

<b>3. PIER - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 7' WIDE PIER</b>			
\$	<u>1856.00</u> EACH 10' SECTION	20 EA	\$ <u>37,120</u> SUBTOTAL
	<u>ONE THOUSAND EIGHT HUNDRED &amp; FIFTY SIX DOLLAR</u>		UNIT PRICE IN WORDS

<b>4. PLATFORMS - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 10' WIDE FISHING PLATFORMS</b>			
\$	<u>3250.00</u> EACH 10' SECTION	4 EA	\$ <u>13,000</u> SUBTOTAL
	<u>THREE THOUSAND TWO HUNDRED &amp; FIFTY DOLLAR</u>		UNIT PRICE IN WORDS

**TOTAL BASE BID** \$ 64,550.00 TOTAL

\$ SIXTY FOUR THOUSAND FIVE HUNDRED & FIFTY DOLLAR TOTAL

(TOTAL BASE BID amount is to be in figures and words. In case of discrepancy, the amount shown in words will govern.)

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

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

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

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

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

~~THREE THOUSAND TWO HUNDRED SEVENTY FIVE.~~  
 (\$ 64,450 x 5% ) <sup>3,275.00</sup> is to become

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

Respectfully submitted:

By:

*Dennis Robinson*  
 signature  
 ANCHOR SERVICES SALES

(SEAL - if bid is by corporation)

Address: 7036 BEATHMER RD  
LONG BEACH MS 39560

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

UNITED STATES FIDELITY AND GUARANTY COMPANY



BID BOND

BOND NUMBER Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT Anchor Service and Sales  
of Long Beach  
Mississippi, as Principal, and UNITED STATES FIDELITY AND  
GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto Harrison County Board  
of Supervisors, Gulfport, MS

as Oblige, in the full and just sum of Five Percent of Bid Amount\*\*\*\*\*  
\*\*\*\*\* (5%) \*\*\*\*\* Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal  
Harrison County  
State of Mississippi  
Long Beach Pier Extension  
Phase III  
Long Beach, Mississippi

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the  
time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of  
the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between  
the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work  
if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered December 19, 2000  
(Date)

Anchor Service and Sales (SEAL)  
*[Signature]*

UNITED STATES FIDELITY AND GUARANTY COMPANY  
*[Signature]*  
John F. Sneed,  
Mississippi Resident Agent  
Attorney-in-fact

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

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**BID PROPOSAL**

Date 12/18/00

Proposal of Saucier Construction Services Corp.

(hereinafter called "Bidder"), organized and existing under the laws of the State of MS doing business as Saucier Construction Services Corp.\*

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

HARRISON COUNTY  
 STATE OF MISSISSIPPI  
 LONG BEACH PIER EXTENSION  
 PHASE III  
 LONG BEACH, MISSISSIPPI

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addenda:

# 1

\*Insert corporation, partnership or individual as applies

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

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

Three thousand five hundred sixty four dollars and <sup>00</sup>/<sub>100</sub>

5% of \$ 71,280.00 (\$ 3,564.00) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: *Marcus Saucier*  
signature

(SEAL - if bid is by corporation)

Address: Saucier Construction  
2502 14th Ave.  
Gulfport, MS 39501

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

PENAL SUM FORM

**BID BOND**

**BIDDER (Name and Address):**

SAUCIER CONSTRUCTION SERVICES CORPORATION  
 2502 14TH AVENUE  
 GULFPORT, MS 39501

**SURETY (Name and Address of Principal Place of Business):**

UNITED STATES FIDELITY AND GUARANTY COMPANY  
 385 WASHINGTON STREET  
 ST. PAUL, MN 55102

**OWNER (Name and Address):**

HARRISON COUNTY BOARD OF SUPERVISORS, MISSISSIPPI  
 P.O. DRAWER CC  
 GULFPORT, MS 39501

**BID**

BID DUE DATE: DECEMBER 19, 2000

**PROJECT (Brief Description Including Location):**

HARRISON COUNTY, STATE OF MISSISSIPPI  
 LONG BEACH PIER EXTENSION, PHASE III,  
 LONG BEACH, MISSISSIPPI

**BOND**

BOND NUMBER: N/A

DATE (Not later than Bid due date): DECEMBER 19, 2000

PENAL SUM: FIVE PERCENT (5%) OF THE AMOUNT BID-----

(Words)

(Figures)

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

**BIDDER**

SAUCIER CONSTRUCTION  
 SERVICES CORPORATION (Seal)

Bidder's Name and Corporate Seal

By: Murray J. Sauer, President  
 Signature and Title

Attest: \_\_\_\_\_

Signature and Title

**SURETY**

UNITED STATES FIDELITY AND GUARANTY COMPANY (Seal)

Surety's Name and Corporate Seal

By: Catherine C. Fountain  
 Signature and Title

(Attach Power of Attorney)  
 Catherine C. Fountain, Attorney-In-Fact  
 Mississippi Resident Agent

Attest: Ann Leslie

Signature and Title

Ann Leslie, CSR

- Note: (1) Above addresses are to be used for giving required notice.  
 (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.



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

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**BID PROPOSAL**

Date 12/19/00

Proposal of Gill's Crane & Dozer Service, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of  
LA, doing business as corporation \*

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

HARRISON COUNTY  
STATE OF MISSISSIPPI  
LONG BEACH PIER EXTENSION  
PHASE III  
LONG BEACH, MISSISSIPPI

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addenda:

No. 1 12/6/2000

\*Insert corporation, partnership or individual as applies

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

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Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

<u>NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
<b>1. MOBILIZATION AND DEMOBILIZATION</b>			
\$ 10,000.00	LUMP SUM	1 LS	\$ 10,000.00 SUBTOTAL
Ten thousand dollars and zero cents			UNIT PRICE IN WORDS

<b>2. PILINGS</b>			
\$ 375.00	EACH PILING	48 EA	\$ 18,000.00 SUBTOTAL
Three hundred seventy-five dollars and zero cents			UNIT PRICE IN WORDS

<b>3. PIER - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 7' WIDE PIER</b>			
\$ 2,750.00	EACH 10' SECTION	20 EA	\$ 55,000.00 SUBTOTAL
Twenty-seven hundred fifty dollars and zero cents			UNIT PRICE IN WORDS

<b>4. PLATFORMS - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 10' WIDE FISHING PLATFORMS</b>			
\$ 2,980.00	EACH 10' SECTION	4 EA	\$ 11,920.00 SUBTOTAL
Twenty-nine hundred eighty dollars and zero cents			UNIT PRICE IN WORDS

**TOTAL BASE BID** \$ 94,920.00 **TOTAL**

\$ Ninety-four thousand nine hundred twenty & zero cents **TOTAL**  
 (TOTAL BASE BID amount is to be in figures and words. In case of discrepancy, the amount shown in words will govern.)

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

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

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

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

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

5% of the amount bid

(\$ 5% ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: Brett J. Melwood  
signature

(SEAL - if bid is by corporation)

Address: \_\_\_\_\_  
P.O. Box 29225  
New Orleans, LA 70189



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

**BID PROPOSAL**

Date 12-19-00

Proposal of TONY PARWELL CONSTRUCTION CO., INC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of MISSISSIPPI  
 doing business as CORPORATION \*

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

HARRISON COUNTY  
 STATE OF MISSISSIPPI  
 LONG BEACH PIER EXTENSION  
 PHASE III  
 LONG BEACH, MISSISSIPPI

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addenda:

NO. 1

\*Insert corporation, partnership or individual as applies

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

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

<u>NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
<b>1. MOBILIZATION AND DEMOBILIZATION</b>			
\$ <u>10,000.00</u>	LUMP SUM	1 LS	\$ <u>10,000.00</u> SUBTOTAL
	<u>TEN THOUSAND &amp; NO/100 DOLLARS</u>		UNIT PRICE IN WORDS
<b>2. PILINGS</b>			
\$ <u>550.00</u>	EACH PILING	48 EA	\$ <u>26,400.00</u> SUBTOTAL
	<u>FIVE HUNDRED-FIFTY &amp; NO/100 DOLLARS</u>		UNIT PRICE IN WORDS
<b>3. PIER - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 7' WIDE PIER</b>			
\$ <u>2,400.00</u>	EACH 10' SECTION	20 EA	\$ <u>48,000.00</u> SUBTOTAL
	<u>TWENTY FOUR HUNDRED DOLLARS</u>		UNIT PRICE IN WORDS
<b>4. PLATFORMS - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 10' WIDE FISHING PLATFORMS</b>			
\$ <u>3,500.00</u>	EACH 10' SECTION	4 EA	\$ <u>14,000.00</u> SUBTOTAL
	<u>THIRTY FIVE HUNDRED DOLLARS</u>		UNIT PRICE IN WORDS
<b>TOTAL BASE BID</b>			\$ <u>98,400.00</u> TOTAL
	<u>NINETY-EIGHT THOUSAND FOUR HUNDRED DOLLARS</u>		TOTAL

(TOTAL BASE BID amount is to be in figures and words. In case of discrepancy, the amount shown in words will govern.)

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

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

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

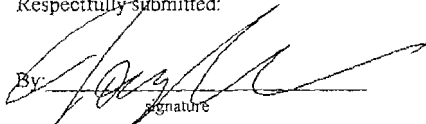
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Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum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

5% OF BID

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

Respectfully submitted:

By:   
signature

(SEAL - if bid is by corporation)

Address: P.O. Box 5128  
15701 Hwy 57  
VANLEAVE, MS 39565

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ADDENDUM NO. 1

TO

CONTRACT DOCUMENTS  
and  
CONSTRUCTION SPECIFICATIONS

for the

HARRISON COUNTY  
STATE OF MISSISSIPPI

LONG BEACH PIER EXTENSION  
PHASE III  
Long Beach, Mississippi

HARRISON COUNTY BOARD OF SUPERVISORS

DECEMBER 6, 2000

This addendum is hereby made a part of the Contract Documents to the same extent as though it were originally included therein. Receipt of the addendum must be acknowledged in the space designated in the Bid Form.

The following is notice of clarification to the plans and specifications:

1. Make the following change to SECTION 02350 - PILING:

Paragraph B should read: "Pilings shall be 10" minimum butt diameter, round 25 ft. long, 2.5# CCA treated.

2. Make the following change to SECTION 06100 - TIMBER FRAMING & DECK:

Paragraph B.2 should read: "Decking shall be S4S dressed No. 2 Pine, 0.60# CCA treated.

END OF ADDENDUM NO. 1



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United States Fidelity and Guaranty Company  
Baltimore, Maryland  
A Stock Company



**Bid Bond**

Bond Number \_\_\_\_\_

Know All Men By These Presents:

That TONY PARNELL CONSTRUCTION CO., INC.  
\_\_\_\_\_ of P. O. BOX 5128, VANCELEAVE, MS 39565

\_\_\_\_\_, as Principal, and United States Fidelity and Guaranty Company, a Maryland corporation, as Surety, are held and firmly bound unto

HARRISON COUNTY BOARD OF SUPERVISORS, GULFPORT, MS  
as Obligee, in the full and just sum of FIVE PERCENT (5%) OF THE AMOUNT BID

\_\_\_\_\_  
Dollars,  
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said Principal is herewith submitting its proposal for:

HARRISON COUNTY  
STATE OF MISSISSIPPI  
LONG BEACH PIER EXTENSION, PHASE III  
LONG BEACH, MISSISSIPPI

The Condition Of This Obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered DECEMBER 19, 2000  
(Date)

TONY PARNELL CONSTRUCTION CO., INC. (Seal)  
\_\_\_\_\_  
(Seal)  
Tony Parnell, President  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
Ann L. Leslie  
Ann L. Leslie Attorney-in-fact  
Mississippi Resident Agent

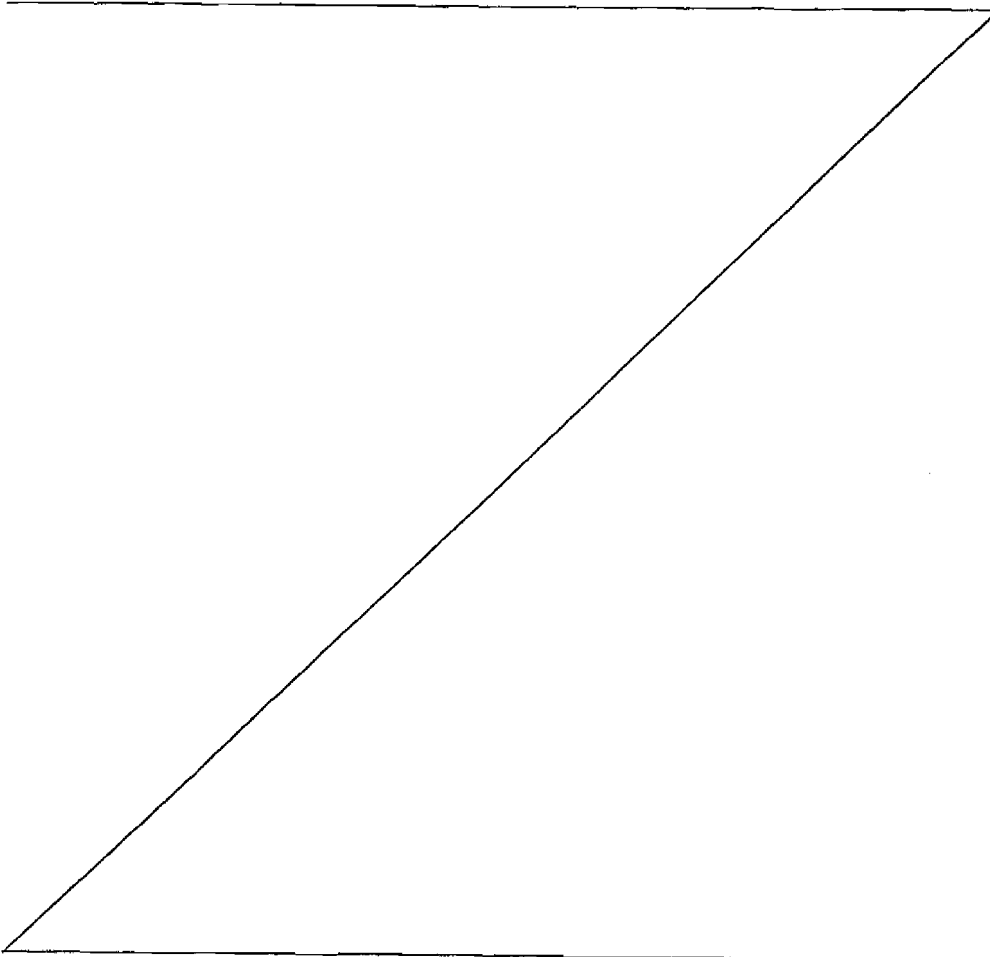
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6. The Board does hereby find, upon the recommendation of Knesal Engineering, that the bid of Turn Key Construction, in the total amount of FORTY-FOUR THOUSAND SIX HUNDRED SIXTY AND 00/100 DOLLARS (\$44,660.00), is the lowest bid meeting specifications and, therefore, the best received for Long Beach Pier Extension, Phase III, and that said bid is reasonable and fair and should be accepted. It is therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of Turn Key Construction be, and the same is HEREBY ACCEPTED for Long Beach Pier Extension, Phase III, at and for a consideration of FORTY-FOUR THOUSAND SIX HUNDRED SIXTY AND 00/100 DOLLARS (\$44,660.00).

IT IS FURTHER ORDERED that the Board President is HEREBY AUTHORIZED to execute the standard form of agreement and notice to proceed, same being as follows:



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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

**STANDARD FORM OF AGREEMENT  
 BETWEEN OWNER AND CONTRACTOR  
 ON THE BASIS OF A STIPULATED PRICE**

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and



AMERICAN CONSULTING  
 ENGINEERS COUNCIL



Issued and Published Jointly By  
**National Society of  
 Professional Engineers**  
*Professional Engineers in Private Practice*



**ASCE**  
 AMERICAN SOCIETY OF  
 CIVIL ENGINEERS

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

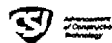
This document has been approved and endorsed by

The Associated General



Contractors of America

Construction Specifications Institute



This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The suggested language for instructions of bidders contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the EJ/CDC User's Guide (No. 1910-50). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

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Note to User

Certain states and federal agencies require provisions in public contracts which permit Contractors to deposit acceptable securities with Owner or a stakeholder in lieu of retainage. Many Owners will not accept this procedure except where required by Laws or Regulations. In the event such a procedure is required, the provisions of this Agreement and possibly those of the other Contract Documents dealing with retainage should be amended, and an attorney should be consulted to prepare the revised language. Among the issues to be addressed by such language are: initial and subsequent valuations of the securities, right to withdraw excess collateral and obligation to deposit additional collateral as market value changes, who is entitled to interest and dividends on deposited collateral, responsibilities of stakeholder, may collateral be freely sold in the event of Contractor default and method of such sale, and application of Uniform Commercial Code and state and federal security laws to the arrangement.

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

American Consulting Engineers Council  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

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EJCDC  
 STANDARD FORM OF AGREEMENT  
 BETWEEN OWNER AND CONTRACTOR  
 ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between Harrison County Board of Supervisors  
 (hereinafter called OWNER) and Turn Key Construction Incorporated  
 (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

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

Pier Extension, Phase III, Long Beach, Harrison County, Mississippi

**ARTICLE 2 - THE PROJECT**

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

N/A

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by  
 Knesal Engineering Services, Inc.

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion and Final Payment*

~~XX and  
XX  
The Work will be substantially completed on or before  
XX and  
XX  
completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before  
XX~~

[or]

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

*NOTE TO USER*

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



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**ARTICLE 6 - PAYMENT PROCEDURES**

*6.01 Submittal and Processing of Payments*

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

*6.02 Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 90 % of Work completed (with the balance being retainage). If the 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 retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 90 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

*6.03 Final Payment*

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

**ARTICLE 7 - INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of \_\_\_\_\_ % per annum.

\*Estimates shall be closed off on the 25th of each month, and then submitted to the Engineer. If the estimate is sufficient to be verified by the Engineer, it will be submitted to the Owner in time for approval at the first Board of Supervisors Meeting of the month. The Owner will make the progress payment to the Contractor shortly thereafter.



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**ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

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

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

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

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

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

*NOTE TO USER*

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

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

*NOTE TO USER*

1. *If the reports and/or drawings referred to in A-8.01.D do not exist, delete the phrase "additional or supplementary" in the first sentence of A-8.01.E.*

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

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

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

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

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

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**ARTICLE 9 - CONTRACT DOCUMENTS**

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive);
2. Performance Bond (pages 1 to 2, inclusive);
3. Payment Bond (pages 1 to 2, inclusive);
4. Other Bonds (pages N/A to \_\_\_\_\_, inclusive);
  - a. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  - b. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  - c. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
5. General Conditions (pages 500-1 to 500-42 to \_\_\_\_\_, inclusive);
6. Supplementary Conditions (pages 600-1 to 600-5 to \_\_\_\_\_, inclusive);
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered 1 through 3, inclusive, with each sheet bearing the following general title: Long Beach Pier Extension, Phase III;
9. Addenda (numbers 1 to 1, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed (pages 1 to 1, inclusive);
  - b. CONTRACTOR'S Bid (pages 1 to 6, inclusive);
  - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to \_\_\_\_\_, inclusive);
  - d. \_\_\_\_\_;
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Written Amendments;
  - b. Work Change Directives;
  - c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

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D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

**ARTICLE 10 - MISCELLANEOUS**

**10.01 Terms**

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

**10.02 Assignment of Contract**

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

**10.03 Successors and Assigns**

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

**10.04 Severability**

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

**10.05 Other Provisions**

*NOTE TO USER*

1. *Insert other provisions here if applicable.*

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

*NOTE TO USER*

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

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

Harrison County Board of Supervisors

By: *Amy Benefield*

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices:  
P.O. Drawer CC

Gulfport, MS 39502-0860

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

Designated Representative:

Name: Knesal Engineering Services, Inc.

Title: Engineer

Address: 1714 22nd. Avenue

Gulfport, MS 39501

Phone: 228-867-9100

228-865-0043

CONTRACTOR:

Turn Key Construction Incorporated

By: \_\_\_\_\_

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices:  
2000 Chicot Street

Pascagoula, MS 39581

License No. 09773  
(Where applicable)

Agent for service of process: \_\_\_\_\_  
Jody Willis, President

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

Designated Representative:

Name: Jody Willis

Title: President

Address: 2000 Chicot Road

Pascagoula, MS 39581

Phone: 228-696-0404

228-696-0405

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

EXHIBIT A  
**Construction Performance Bond**

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

**CONSTRUCTION CONTRACT**

Date:  
Amount:  
Description (Name and Location):

**BOND**

Date (Not earlier than Construction Contract Date):  
Amount:  
Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**  
Company:

(Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**SURETY**

Company:

(Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**CONTRACTOR AS PRINCIPAL**  
Company:

(Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**SURETY**

Company:

(Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

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1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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## EXHIBIT B

**Payment Bond**

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

**MINUTE BOOK**  
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1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
- 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
    1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
- 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
- The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
- 15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)  
 AGENCY or BROKER:                      OWNER'S REPRESENTATIVE (Engineer or other party):



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EXHIBIT C

## BID PROPOSAL

Date 12-15-00

Proposal of

Turn-Keef Construction, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of  
MS, doing business as Corporation \*

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

HARRISON COUNTY  
 STATE OF MISSISSIPPI  
 LONG BEACH PIER EXTENSION  
 PHASE III  
 LONG BEACH, MISSISSIPPI

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addenda:

1

\*Insert corporation, partnership or individual as applies

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Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

<u>NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
<b>1. MOBILIZATION AND DEMOBILIZATION</b>			
\$ 2500	LUMP SUM	1 LS	\$ 2500.00 SUBTOTAL
<u>Twenty five hundred</u>			UNIT PRICE IN WORDS

<b>2. PILINGS</b>			
\$ 307.50	EACH PILING	48 EA	\$ 14,760 SUBTOTAL
<u>Fourteen thousand seven hundred sixty</u>			UNIT PRICE IN WORDS

<b>3. PIER - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 7' WIDE PIER</b>			
\$ 1100.00	EACH 10' SECTION	20 EA	\$ 22,000 SUBTOTAL
<u>Twenty two thousand</u>			UNIT PRICE IN WORDS

<b>4. PLATFORMS - TIMBER, DECK, &amp; HANDRAILS FOR EACH 10' SECTION OF 10' WIDE FISHING PLATFORMS</b>			
\$ 1350.00	EACH 10' SECTION	4 EA	\$ 5400.00 SUBTOTAL
<u>Fifty four hundred</u>			UNIT PRICE IN WORDS

<b>TOTAL BASE BID</b>	\$ 44,660.00	<b>TOTAL</b>
<u>Forty four thousand six hundred sixty</u>		<b>TOTAL</b>

(TOTAL BASE BID amount is to be in figures and words. In case of discrepancy, the amount shown in words will govern.)

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

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

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

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

5%

(5% of bid) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: C. W. [Signature]  
signature

(SEAL - if bid is by corporation)

Address: 2009 Chicot St.  
Pasadena, MS 39581

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**BARKSDALE BONDING AND INSURANCE, INC.**

P. O. Box 13389 Jackson, MS 39236-3389  
PH (601) 981-6700 WATS (800) 844-6700 FAX (601) 981-9191

**BID BOND**  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Turn-Key Construction, Pascagoula, MS  
as Principal, hereinafter called the Principal, and American Casualty Company of Reading, Pennsylvania  
a corporation duly organized under the laws of the state of Pennsylvania  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
Hancock County Board of Supervisors  
As Obligee, hereinafter called Obligee, in the sum of Five Percent (5%) of Bid Amount

Dollars \$  
for the payment of which sum will and truly to be made, the said Principal and the Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
Long Beach Pier Extension, Phase III, as per proposal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in  
accordance with the terms of such bid, and give such bond or bonds as many be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in  
the prosecution therefore, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the  
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger  
amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this  
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19<sup>th</sup> day of December 20 00

[Signature]  
(Witness)

Turn-Key Construction  
(Principal) (Seal)  
By [Signature] President  
(Title)

[Signature]  
(Witness)

American Casualty Company of Reading, Pennsylvania  
(Surety)  
By [Signature]  
(Attorney-in-fact & Res. Miss. Agent)  
Angie M. Pruitt

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

**"Article IX—Execution of Documents**

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

**"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact**

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### JANUARY 2001 TERM

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Charles F. Porter, Mark M. Porter, Jr., Linda S. Harrell, William L. Painter, Angie M. Pruitt, Individually

of Jackson, Mississippi

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 12th day of November, 1999



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Marvin J. Cashion*

Marvin J. Cashion Group Vice President

State of Illinois, County of Cook, ss:

On this 12th day of November, 1999, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Diane Faulkner*

My Commission Expires September 17, 2001

Diane Faulkner Notary Public

#### CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 19th day of December, 2000.



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Mary A. Ribikawskis*

Mary A. Ribikawskis Assistant Secretary

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

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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 <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 2<sup>nd</sup> day of January 2001.

\* \* \*

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

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

**ORDER AUTHORIZING THE TRANSFER OF ADDITIONAL STATE  
 AID FUNDS IN THE AMOUNT OF \$15,000.00 TO COMPLETE  
 PROJECT NO. LSBP-24(4), OLD HIGHWAY 49/FLAT BRANCH  
 REPLACEMENT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY AUTHORIZE the transfer of additional  
 State Aid Funds in the amount of \$15,000.00 to complete Project No.  
 LSBP-24(4), Old Highway 49/Flat Branch replacement.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*



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

**ORDER ACKNOWLEDGING RECEIPT OF LOCAL AREA 6'S WIA  
REQUEST FOR CASH NO. 4 IN THE AMOUNT OF \$168,900.00,  
AND AUTHORIZING THE RELEASE OF SAID FUNDS TO THE  
AGENCY UPON RECEIPT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of Local Area  
6's WIA request for cash No. 4 in the amount of \$168,900.00.

The Board further HEREBY AUTHORIZES the release of said funds to the  
agency upon receipt.

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 <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

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

**ORDER APPROVING AGREEMENT FOR CONSULTING SERVICES  
WITH JIMMY G. GOURAS URBAN PLANNING CONSULTANTS,  
INC. FOR 2001 COMMUNITY DEVELOPMENT BLOCK GRANT  
APPLICATION AND ADMINISTRATION, AND AUTHORIZING  
THE BOARD PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE agreement for consulting  
services with Jimmy G. Gouras Urban Planning Consultants, Inc. for 2001  
Community Development Block Grant application and administration.

The Board further HEREBY AUTHORIZES the Board President to execute  
the agreement, same being as follows:

**AGREEMENT  
CONSULTING SERVICES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into this the \_\_\_\_ day of \_\_\_\_\_, 2001, by and between Jimmy  
G. Gouras, Urban Planning Consultants, Inc., herein called the "Consultant", and the Harrison  
County Board of Supervisors, Harrison County, Mississippi, herein called the "County".

**WITNESSETH THAT:**

**WHEREAS**, the Harrison County Board of Supervisors is applying for a 2001 Community  
Development Block Grant Public Facilities Project, under Title I of the Housing and Community  
Development Act of 1974, as amended; and

**WHEREAS**, the County is seeking application preparation assistance and needs subsequent  
administrative assistance in implementing the Community Development Block Grant Public Facilities  
Project; and

**WHEREAS**, the County desires to engage the Consultant to render certain technical and  
professional services hereinafter described in connection with the application preparation and  
subsequent implementation of the Community Development Block Grant Public Facilities Project,  
and the Consultant desires to provide said services; and

**WHEREAS**, the County and the Consultant acknowledge that this contract shall not become  
effective until the date of execution of a Grant Agreement for the above referenced Community  
Development Block Grant.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**TITLE I  
EMPLOYMENT OF CONSULTANT**

The County hereby agrees to employ the Consultant, and the Consultant hereby  
agrees to perform services set forth hereinafter in connection with the County's  
Community Development Block Grant Program which is to be financed by grant  
funds provided by HUD to the State of Mississippi under Title I of the Housing and  
Community Development Act of 1974, as amended.

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**TITLE II**  
**SCOPE OF SERVICES**

The Consultant shall do, perform and carry out in a satisfactory and proper manner such work as the County determines is necessary to accomplish the activities funded by the Community Development Block Grant Program. Specific job tasks that the Consultant shall assist the County in performing include, but are not necessarily limited to the following:

- A. Application Preparation
- B. General Services
  - 1. Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
    - a. Citizen Participation
    - b. Environmental
    - c. Labor Standards
    - d. Acquisition
    - e. Relocation
    - f. Procurement
    - g. Financial Management
    - h. Other Resources
    - i. Equal Opportunity
    - j. General Correspondence
- C. The Consultant shall be responsible for:
  - 1. Overall coordination of project activities;
  - 2. Attending state monitoring visits, meetings, etc.;
  - 3. Establishing and maintaining financial records;
  - 4. Preparing the necessary documentation to request funds from the State; and
  - 5. Providing all other services considered normal administrative services within the course of this Agreement.
- D. Close-Out Project  
 The Consultant shall prepare close-out documents required by the State.

The Consultant shall be available at all times to assist the County in performing such work in a satisfactory and proper manner as the County deems necessary under this program. Specific job tasks that we, as the Consultant, shall perform shall not be limited to the above, but would conform to the specific needs of the County.

**TITLE III**  
**DISPOSITION OF WORK MATERIALS**

All contract documents and similar work materials prepared by the Consultant in completing the scope of services set forth herein shall be the property of the County.

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**TITLE IV**  
**TIME OF PERFORMANCE**

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

**TITLE V**  
**PERSONNEL**

The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

**TITLE VI**  
**TERMINATION FOR CONVENIENCE OF THE COUNTY**

The County may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the County become its property. If the Contract is terminated by the County as provided herein, the Consultant shall be paid for all work completed up to the termination date.

**TITLE VII**  
**TERMINATION FOR CONVENIENCE OF CONSULTANT**

The Consultant may terminate this Contract at any time by giving written notice to the County of such termination and specifying the effective date thereof. Such written notice shall be furnished the County at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the County. The Consultant shall be paid for all work completed up to the termination date.

**TITLE VIII**  
**CHANGES**

The County or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

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**TITLE IX**

**COMPENSATION DUE TO CONSULTANT**

The County agrees to pay the Consultant in two phases. Phase I will include all services rendered pertaining to the application preparation, and Phase II will include all services rendered pertaining to administration and implementation of the Community Development Block Grant Public Facilities Project. If the CDBG project is not funded, there will be no cost for application preparation.

**TITLE X**

**EQUAL EMPLOYMENT OPPORTUNITY**

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

**TITLE XI**

**INTEREST OF MEMBERS OF THE COUNTY AND OTHERS**

No officer, member, or employee of the County and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

**TITLE XII**

**ASSIGNABILITY**

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the County thereto; provided, however, that claims for money due or to become due the Consultant from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

**TITLE XIII**

**INTEREST OF CONSULTANT**

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**TITLE XIV**

**FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the County.

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**TITLE XV**  
**OFFICIALS NOT TO BENEFIT**

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

The Consultant is advised that no member, officer, or employee of the local public body or its designers or agents, no member of the governing body of the locality in which the project is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities with respect to the project during their tenure or for one year thereafter, shall have any interest, direct or indirect in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the project.

**TITLE XVI**  
**AUDITS AND INSPECTIONS**

The Consultant shall keep and maintain books, records, and other documents relating to the receipt and disbursement of such grant funds; and any duly authorized representative of the Department of Economic and Community Development, Division of Community Development, the County, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other project documents until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of the Department of Economic and Community Development, the County, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the project in which the Consultant is involved until the completion of all close-out procedures respecting this grant.

**TITLE XVII**  
**REMEDIES**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the County and Consultant arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the County is located.

**TITLE XVIII**  
**COUNTY'S RESPONSIBILITIES**

Provide full information to the Consultant as to his requirements for the Project.

Pay all costs incidental to obtaining bids or proposals from contractors.

Provide such legal, accounting, independent costs estimating and insurance counseling services as may be required for the Project.

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**TITLE XIX**

**PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County and the State of Mississippi and the Department of Housing and Urban Development shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any report, data, or other materials prepared under this Agreement.

**TITLE XX**

**FEDERAL AND STATE GUIDELINES**

The Consultant does hereby bind itself, certified and gives its assurance that it will comply with all requirements of the grantor agency, as they relate to the application, acceptance and use of federal funds for the federally and state assisted projects.

**TITLE XXI**

**SECTION 504 HANDICAPPED**

The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

**TITLE XXII**

**SUCCESSORS AND ASSIGNS**

The County and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

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TITLE XXIII  
**MISCELLANEOUS PROVISIONS**

This Agreement shall be construed as in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable in the County.

In case one or more of the provisions in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the County and the Consultant have executed this Agreement this the

\_\_\_ day of \_\_\_\_\_, 2001.

WITNESS:

HARRISON COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Chancery Clerk

\_\_\_\_\_  
President

WITNESS:

JIMMY G. GOURAS, URBAN PLANNING  
CONSULTANTS, INC.

\_\_\_\_\_  
Chris Gouras, Associate

\_\_\_\_\_  
Jimmy G. Gouras, President



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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

**ORDER APPROVING LINE ITEM ADJUSTMENT IN THE  
AMOUNT OF \$719.97 FROM 001-152-610 TO 001-152-935  
FOR PURCHASE OF A DIGITAL CAMERA FOR DATA  
PROCESSING DEPARTMENT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE line item adjustment in the  
amount of \$719.97 from 001-152-610 to 001-152-935 for purchase of a digital  
camera for Data Processing Department.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

**ORDER ACKNOWLEDGING RECEIPT OF ATTORNEY'S TITLE  
 OPINIONS FOR PARCELS 1-9 ON HARRISON COUNTY BRIDGE  
 IMPROVEMENT PROJECT LSB24(6), MARK WEST ROAD**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of attorney's  
 title opinions for parcels 1-9 on Harrison County bridge improvement project  
 LSB24(6), Mark West Road, same being as follows:

**DICKINSON, ROS, WOOTEN & SAMSON, P.L.L.C.**

A PROFESSIONAL LIMITED LIABILITY COMPANY  
 ATTORNEYS AT LAW

MARKHAM BUILDING  
 2301 - 14TH STREET, SUITE 600  
 GULFPORT, MISSISSIPPI 39501  
 Website: www.gulfportlaw.com  
 E-mail: dickinsonros@gulfportlaw.com

JESS H. DICKINSON  
 JOSEPH HENRY ROS  
 ERIC D. WOOTEN  
 KATHARINE M. SAMSON  
 JOHNNY L. NELMS\*  
 DAVID P. SULLIVAN

TELEPHONE (228) 863-8861  
 FACSIMILE (228) 863-8871  
 REAL ESTATE FACSIMILE (228) 867-2153

ALSO ADMITTED IN ALABAMA

December 21, 2000

Harrison County Board of Supervisors  
 Gulfport, Mississippi 39501

**ATTORNEY'S TITLE OPINION**

Re: Bridge Improvement Project LSBP 24(6)  
 That certain land and property situated and being in the First Judicial District of  
 the County of Harrison, State of Mississippi, to-wit:

Identified as **Parcel 1** and Shown and Particularly Described on the Drawing and Legal  
 Description prepared by Garner Russell & Associates, Inc., Attached Hereto as Schedule "A"  
 and Made a Material Part Hereof.

This is to certify that I have made a careful and reasonable examination of the public records in the  
 First Judicial District of the County of Harrison, State of Mississippi, affecting the title to the real  
 estate hereinabove referred to and described. My examination of title covers a period (except as may  
 be otherwise herein extended or limited) of thirty-one (31) consecutive years immediately next  
 preceding and running down unto the conclusion of my examination at 8:00 o'clock A. M. on  
 December 4, 2000. My examination and this opinion was made solely for the right-of-way acquisition  
 purposes identified, and is limited to matters required for such purposes.

I know of no unrecorded liens or claims affecting said title; and based on the examination set out above  
 and herein, a good, valid, merchantable fee simple title to the property described herein was, as of the  
 date of my examination, vested, as follows:

Vested in Gerald N. Ladner, Sr. and Linda L. Ladner, by virtue of that certain  
 Warranty Deed dated June 20, 2000, from Dorothy Mae Snowden A/K/A Dorothy  
 Snowden A/K/A Dorothy T. Snowden. and Terry Snowden A/K/A Mary Terry  
 Snowden May and Shawn Snowden A/K/A Shawn Snowden Sims, filed for record on  
 July 21, 2000 in Book 1504 at Page 599, of the Records of Deeds to Lands in the office  
 of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

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The fee simple title to said property vested as set forth above is limited by no liens, encumbrances and exceptions of record, other than those listed, as follows, to-wit:

1. The lien of the 2000 Harrison County, Mississippi Ad Valorem taxes, not due or payable until January, 2001.
2. Any and all zoning restrictions and governmental regulations legally affecting said property and imposed by Harrison County, and/or the United States of America; and any and all laws, ordinances, regulations or governmental restrictions on use of said property.
3. Any and all easements for utility lines and maintenance presently existing in accordance with the laws of the State of Mississippi.
4. Any ways, easements, encroachments, discrepancies in dimensions, or other facts that may be shown by a true, accurate and current survey of said property or by a personal inspection of the premises, and rights, if any, of parties in possession.
5. Any and all prior recorded oil, gas and other mineral rights, reservations, exceptions, royalties, or leases, reserved or excepted in favor of, or granted by prior owners.
6. **The following liens or exceptions require release of the property hereinafter described by the following lienholder(s) at or prior to closing:**

Subject to that certain Deed of Trust dated December 17, 1984 from Steven P. Drown and Robert E. Wade to Trustee, R. Christopher Wood for the benefit of Hue B. Snowden and Lottie W. Snowden, beneficiary filed of record on December 18, 1984 in the Office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi in Book 1059 at Page 607 securing the amount of \$14,500.00. Lottie Mae Snowden assigned her interest in this Deed of Trust to Hue B. Snowden by instrument dated March 21, 1991 and recorded March 26, 1991 in Book 1353 at page 616 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Ms. Hue B. Snowden assigned his interests to Hancock Bank by instrument dated February 25, 1991 and recorded March 22, 1991 in Book 1353 at Page 438 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Ms. (This DOT was held as Lottie W. Snowden and assigned as Lottie Mae Snowden)

Subject to that certain Deed of Trust dated January 8, 1985 from Shawn Snowden to Trustee, Ralph D. Young for the benefit of Steven P. Drown and Robert E. Wade, beneficiary filed of record on January 10, 1985 in the Office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi in Book 1062 at Page 316 securing the amount of \$6,400.00. Said Deed of Trust is assigned to First State Bank by instrument dated March 28, 1985 and recorded April 11, 1985 in Book 1074 at Page 417 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

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This title opinion has been prepared in conjunction with the contemporaneous acquisition or condemnation of the within described property by the party or parties identified above. It may not be disseminated or relied upon by any other parties or for any other purpose without the express written authorization of Dickinson, Ros, Wooten & Samson, P.L.L.C. By acceptance and reliance upon this opinion the addressee agrees to this limitation.

Yours very truly,

DICKINSON, ROS, WOOTEN  
& SAMSON, PLLC



Deborah A. Thompson  
Attorney for Harrison County

DAT/ds  
Attachment: Schedule "A"  
G:\CASES\30334\Title op Parcel 1.wpd

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PARCEL #1

Dorothy Mae Snowden  
 (0605L-01-002.000)

A right-of-way and perpetual easement for roadway purposes for proposed Local System Bridge Project No. LSBP 24(6) on and over the hereinafter described land situated in Harrison County, Mississippi, to-wit:

All that part of the following described parcel conveyed to the Grantor's by Warranty Deeds recorded at Page 429 of Deed Book 1310 and Page 119 of Deed Book 1001 of the Deed of Records of the First Judicial District of Harrison County, Mississippi, which lies Easterly of the hereinafter described new westerly right-of-way for Local System Bridge Project No. LSBP 24(6):

Grantor's Parcel:

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi, and run thence East 210.5 feet to the West margin of Shaw Road; thence along said margin S 37° 13' 30" East 50 feet to the point of beginning; thence further along said margin South 37° 13' 30" East 130.0 feet; thence South 37° 15' West 305 feet more or less to the centerline of the Little Biloxi River; thence along said centerline in a Northwesterly direction 70 feet more or less; thence North 15° 0' East 315 feet more or less; thence East 65 feet to the point of beginning, containing 1.0 acres, more or less and being generally referred to as Parcel 4 on survey of Lugene P. Stenum dated December 18, 1984.

Description of New Westerly Right-of-Way for Local System Bridge Project No. LSBP 24(6):

Beginning at a point on the Southerly boundary of Grantor's parcel, at approximately Station 22+19.5, 50 feet left; thence Northwesterly and a distance of 50 feet from the proposed centerline of Local System Bridge Project No. LSBP 24(6) a distance of 144.4 feet, more or less, to Station 23+63.93, 50 feet left; thence Northwesterly along a curve having a Radius of 550 feet and a Delta angle of 00° 43' 04" a distance of 6.9 feet, more or less, to a point on the North boundary of Grantor's parcel, said point being at approximately Station 23+70.2 and 50 feet left of said new centerline.

Description of Proposed Centerline for Local System Bridge Project No. LSBP 24(6):

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi; thence North 82° 56' 35" East a distance of 228.40 feet to the Point of Beginning, said point being Station 24+15, said station being the End of Project, on the centerline of Local System Bridge Project No. LSBP 24(6); thence along said centerline along a tangential curve to the left having a Delta angle 05° 51' 09", a radius of 500 feet, and an arc length of 51.07 feet to a point that is South 36° 13' 24" East a distance of 51.05 feet from the last described point, said point being Station 23+63.93; thence South 39° 08' 58" East along said centerline a distance of 387.21 feet to a point, said point being Station 19+76.72; thence continue along a tangential curve to

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the right having a delta angle of  $35^{\circ} 54' 06''$ , a radius of 954.93 feet, and an arc length of 598.36 feet to a point, said point being Station 13+78.36; thence South  $09^{\circ} 13' 23''$  East along said centerline a distance of 528.36 feet and there terminating. Said point of termination is Station 8+50 on the centerline of said Local System Bridge Project No. LSBP 24(6).

Said right-of-way easement is adjacent to the existing right-of-way of Shaw Road and contains 2,699 square feet or 0.06 acres, more or less.

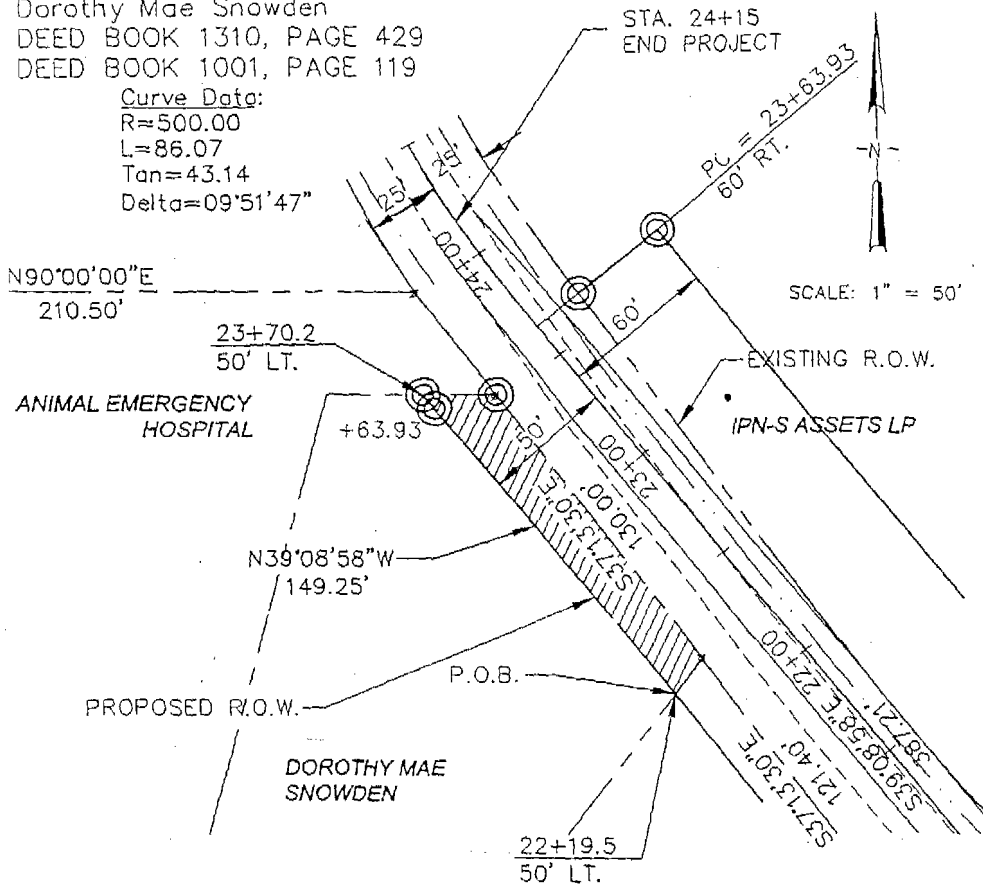
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*PARCEL #1*

Dorothy Mae Snowden  
 DEED BOOK 1310, PAGE 429  
 DEED BOOK 1001, PAGE 119

Curve Data:  
 R=500.00  
 L=86.07  
 Tan=43.14  
 Delta=09°51'47"

STA. 24+15  
 END PROJECT



PARCEL #1  
 EXIST. ACREAGE = 1.00± AC.  
 NEW R.O.W. = 2,699± SQ FT  
 OR 0.06± AC.

NOTE:  
 ACREAGE FROM TAX MAPS

THIS DRAWING AND LEGAL DESCRIPTION HAVE BEEN PREPARED FOR THE EXCLUSIVE PURPOSE OF ACQUIRING RIGHT-OF-WAY FOR A NEW BRIDGE OVER LITTLE BILOXI RIVER, AND ITS USE IS NOT CERTIFIED FOR ANY OTHER PURPOSE.



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**DICKINSON, ROS, WOOTEN & SAMSON, P.L.L.C.**

A PROFESSIONAL LIMITED LIABILITY COMPANY  
 ATTORNEYS AT LAW

MARKHAM BUILDING  
 2301 - 14TH STREET, SUITE 600  
 GULFPORT, MISSISSIPPI 39501  
 Website: www.gulfportlaw.com  
 E-mail: dickinsonros@gulfportlaw.com

JESS H. DICKINSON  
 JOSEPH HENRY ROS  
 D. WOOTEN  
 MARINE M. SAMSON  
 JOHNNY L. NELMS\*  
 DAVID P. SULLIVAN

December 21, 2000

TELEPHONE (228) 863-8861  
 FACSIMILE (228) 863-8871  
 REAL ESTATE FACSIMILE (228) 867-2153

\*ALSO ADMITTED IN ALABAMA

Harrison County Board of Supervisors  
 Gulfport, Mississippi 39501

**ATTORNEY'S TITLE OPINION**

Re: Bridge Improvement Project LSBP 24(6)  
 That certain land and property situated and being in the First Judicial District of  
 the County of Harrison, State of Mississippi, to-wit:

Identified as Parcel 2 and Shown and Particularly Described on the Drawing and Legal  
 Description prepared by Garner Russell & Associates, Inc., Attached Hereto as Schedule "A"  
 and Made a Material Part Hereof.

This is to certify that I have made a careful and reasonable examination of the public records in the  
 First Judicial District of the County of Harrison, State of Mississippi, affecting the title to the real  
 estate hereinabove referred to and described. My examination of title covers a period (except as may  
 be otherwise herein extended or limited) of thirty-one (31) consecutive years immediately next  
 preceding and running down unto the conclusion of my examination at 8:00 o'clock A. M. on  
 December 4, 2000. My examination and this opinion was made solely for the right-of-way acquisition  
 purposes identified, and is limited to matters required for such purposes.

I know of no unrecorded liens or claims affecting said title; and based on the examination set out above  
 and herein, a good, valid, merchantable fee simple title to the property described herein was, as of the  
 date of my examination, vested, as follows:

Vested in Gerald N. Ladner, Sr. and Linda L. Ladner, by virtue of that certain  
 Warranty Deed dated June 20, 2000, from Dorothy Mae Snowden A/K/A Dorothy  
 Snowden A/K/A Dorothy T. Snowden. and Terry Snowden A/K/A Mary Terry  
 Snowden May and Shawn Snowden A/K/A Shawn Snowden Sims, filed for record on  
 July 21, 2000 in Book 1504 at Page 599, of the Records of Deeds to Lands in the office  
 of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

The fee simple title to said property vested as set forth above is limited by no liens, encumbrances and  
 exceptions of record, other than those listed, as follows, to-wit:

1. The lien of the 2000 Harrison County, Mississippi Ad Valorem taxes, not due or

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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payable until January, 2001.

2. Any and all zoning restrictions and governmental regulations legally affecting said property and imposed by Harrison County, and/or the United States of America; and any and all laws, ordinances, regulations or governmental restrictions on use of said property.
3. Any and all easements for utility lines and maintenance presently existing in accordance with the laws of the State of Mississippi.
4. Any ways, easements, encroachments, discrepancies in dimensions, or other facts that may be shown by a true, accurate and current survey of said property or by a personal inspection of the premises, and rights, if any, of parties in possession.
5. Any and all prior recorded oil, gas and other mineral rights, reservations, exceptions, royalties, or leases, reserved or excepted in favor of, or granted by prior owners.
6. **The following liens or exceptions require release of the property hereinafter described by the following lienholder(s) at or prior to closing:**

Subject to that certain Deed of Trust dated December 17, 1984 from Steven P. Drown and Robert E. Wade to Trustee, R. Christopher Wood for the benefit of Hue B. Snowden and Lottie W. Snowden, beneficiary filed of record on December 18, 1984 in the Office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi in Book 1059 at Page 607 securing the amount of \$14,500.00. Lottie Mae Snowden assigned her interest in this Deed of Trust to Hue B. Snowden by instrument dated March 21, 1991 and recorded March 26, 1991 in Book 1353 at page 616 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Ms. Hue B. Snowden assigned his interests to Hancock Bank by instrument dated February 25, 1991 and recorded March 22, 1991 in Book 1353 at Page 438 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi. (This DOT was held as Lottie W. Snowden and assigned as Lottie Mae Snowden)

Subject to that certain Deed of Trust dated January 8, 1985 from Shawn Snowden to Trustee, Ralph D. Young for the benefit of Steven P. Drown and Robert E. Wade, beneficiary filed of record on January 10, 1985 in the Office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi in Book 1062 at Page 314 securing the amount of \$6,400.00. Said Deed of Trust is assigned to First State Bank by instrument dated March 28, 1985 and recorded April 11, 1985 in Book 1074 at Page 421 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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This title opinion has been prepared in conjunction with the contemporaneous acquisition or condemnation of the within described property by the party or parties identified above. It may not be disseminated or relied upon by any other parties or for any other purpose without the express written authorization of Dickinson, Ros, Wooten & Samson, P.L.L.C. By acceptance and reliance upon this opinion the addressee agrees to this limitation.

Yours very truly,

DICKINSON, ROS, WOOTEN  
& SAMSON, PLLC



Deborah A. Thompson  
Attorney for Harrison County

DAT/ds

Attachment: Schedule "A"

G:\CASES\03334\Title op parcel 2.wpd

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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PARCEL #2

Shawn Snowden  
(0605L-01-003.000)

A right-of-way and perpetual easement for roadway purposes for proposed Local System Bridge Project No. LSBP 24(6) on and over the hereinafter described land situated in Harrison County, Mississippi, to-wit:

All that part of the following described parcel conveyed to the Grantor's by Warranty Deed recorded at Page 118 of Deed Book 1001 of the Deed of Records of the First Judicial District of Harrison County, Mississippi, which lies Easterly of the hereinafter described new westerly right-of-way for Local System Bridge Project No. LSBP 24(6):

Grantor's Parcel:

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi, and run thence East 210.5 feet to the West margin of Shaw Road; thence South 37° 13' 30" East along said margin 180 feet to the point of beginning; thence further along said margin South 37° 13' 30" East 121.4 feet; thence South 42° 0' West 456 feet more or less to the centerline of the Little Biloxi River; thence along said centerline in a Northerly direction 160 feet more or less; thence North 37° 15' East 305 feet more or less to the point of beginning, containing 1.0 acres, more or less and being generally referred to as Parcel 3 on survey of Lugene P. Stenum dated December 18, 1984.

Description of New Westerly Right-of-Way for Local System Bridge Project No. LSBP 24(6):

Beginning at a point on the Southerly boundary of Grantor's parcel, at approximately Station 21+00.3, 50 feet left; thence Northwesterly and a distance of 50 feet from the proposed centerline of Local System Bridge Project No. LSBP 24(6) a distance of 119.2 feet, more or less, to a point on the North boundary of Grantor's parcel, said point being at approximately Station 22+19.5 and 50 feet left of said new centerline.

Description of Proposed Centerline for Local System Bridge Project No. LSBP 24(6):

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi; thence North 82° 56' 35" East a distance of 228.40 feet to the Point of Beginning, said point being Station 24+15, said station being the End of Project, on the centerline of Local System Bridge Project No. LSBP 24(6); thence along said centerline along a tangential curve to the left having a Delta angle 05° 51' 09", a radius of 500 feet, and an arc length of 51.07 feet to a point that is South 36° 13' 24" East a distance of 51.05 feet from the last described point, said point being Station 23+63.93; thence South 39° 08' 58" East along said centerline a distance of 387.21 feet to a point, said point being Station 19+76.72; thence continue along a tangential curve to the right having a delta angle of 35° 54' 06", a radius of 954.93 feet, and an arc length of 598.36 feet to a point, said point being Station 13+78.36; thence South 09° 13' 23" East along said centerline a distance of 528.36 feet and there terminating. Said point of termination is Station 8+50 on the centerline of said Local System Bridge Project No. LSBP 24(6).

Said right-of-way easement is adjacent to the existing right-of-way of Shaw Road and contains 1,782 square feet or 0.04 acres, more or less.

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Also the following described temporary construction easement:

A 15.0 foot wide strip West of and adjacent to the above described right-of-way from Station 20+98 to Station 21+38.

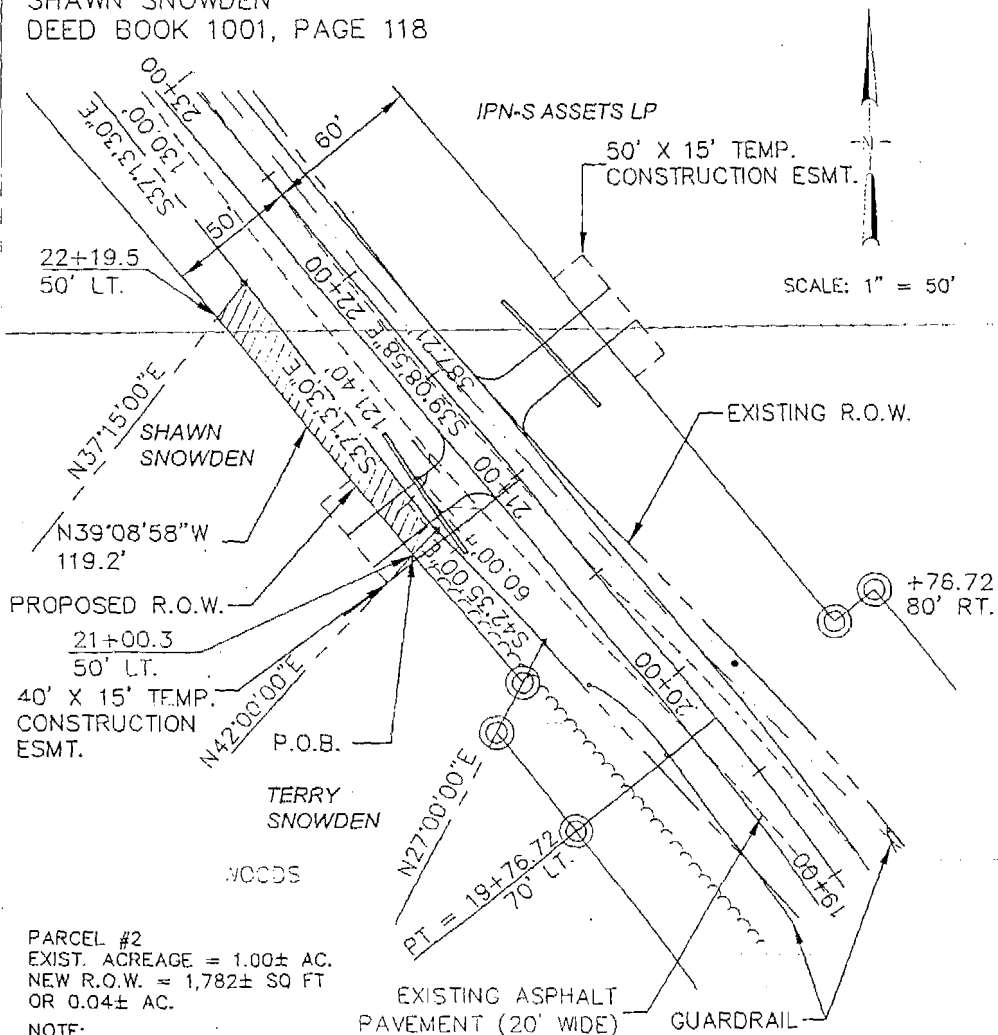
The above described construction easement contains 600.0 square feet or 0.014 acres, more or less

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PARCEL #2

SHAWN SNOWDEN  
DEED BOOK 1001, PAGE 118



PARCEL #2  
EXIST. ACREAGE = 1.00± AC.  
NEW R.O.W. = 1,782± SQ FT  
OR 0.04± AC.

NOTE:  
\*CREAGE FROM TAX MAPS

THIS DRAWING AND LEGAL DESCRIPTION HAVE BEEN PREPARED FOR THE EXCLUSIVE PURPOSE OF ACQUIRING RIGHT-OF-WAY FOR A NEW BRIDGE OVER LITTLE BILOXI RIVER, AND ITS USE IS NOT CERTIFIED FOR ANY OTHER PURPOSE.

REVISED: 09/29/00

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

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 D. WOOTEN  
 KATHARINE M. SAMSON  
 JOHNNY L. NELMS\*  
 DAVID P. SULLIVAN

December 21, 2000

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\*ALSO ADMITTED IN ALABAMA

Harrison County Board of Supervisors  
 Gulfport, Mississippi 39501

**ATTORNEY'S TITLE OPINION**

Re: Bridge Improvement Project LSBP 24(6)  
 That certain land and property situated and being in the First Judicial District of  
 the County of Harrison, State of Mississippi, to-wit:

Identified as **Parcel 3** and Shown and Particularly Described on the Drawing and Legal  
 Description prepared by Garner Russell & Associates, Inc., Attached Hereto as Schedule "A"  
 and Made a Material Part Hereof.

This is to certify that I have made a careful and reasonable examination of the public records in the  
 First Judicial District of the County of Harrison, State of Mississippi, affecting the title to the real  
 estate hereinabove referred to and described. My examination of title covers a period (except as may  
 be otherwise herein extended or limited) of thirty-one (31) consecutive years immediately next  
 preceding and running down unto the conclusion of my examination at 8:00 o'clock A. M. on  
 December 4, 2000. My examination and this opinion was made solely for the right-of-way acquisition  
 purposes identified, and is limited to matters required for such purposes.

I know of no unrecorded liens or claims affecting said title; and based on the examination set out above  
 and herein, a good, valid, merchantable fee simple title to the property described herein was, as of the  
 date of my examination, vested, as follows:

Vested in Gerald N. Ladner, Sr. and Linda L. Ladner, by virtue of that certain  
 Warranty Deed dated June 20, 2000, from Dorothy Mae Snowden A/K/A Dorothy  
 Snowden A/K/A Dorothy T. Snowden. and Terry Snowden A/K/A Mary Terry  
 Snowden May and Shawn Snowden A/K/A Shawn Snowden Sims, filed for record on  
 July 21, 2000 in Book 1504 at Page 599, of the Records of Deeds to Lands in the office  
 of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

The fee simple title to said property vested as set forth above is limited by no liens, encumbrances and  
 exceptions of record, other than those listed, as follows, to-wit:

1. The lien of the 2000 Harrison County, Mississippi Ad Valorem taxes, not due or

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payable until January, 2001.

2. Any and all zoning restrictions and governmental regulations legally affecting said property and imposed by Harrison County, and/or the United States of America; and any and all laws, ordinances, regulations or governmental restrictions on use of said property.
3. Any and all easements for utility lines and maintenance presently existing in accordance with the laws of the State of Mississippi.
4. Any ways, easements, encroachments, discrepancies in dimensions, or other facts that may be shown by a true, accurate and current survey of said property or by a personal inspection of the premises, and rights, if any, of parties in possession.
5. Any and all prior recorded oil, gas and other mineral rights, reservations, exceptions, royalties, or leases, reserved or excepted in favor of, or granted by prior owners.
6. **The following liens or exceptions require release of the property hereinafter described by the following lienholder(s) at or prior to closing:**

Subject to that certain Deed of Trust dated December 17, 1984 from Steven P. Drown and Robert E. Wade to Trustee, R. Christopher Wood for the benefit of Hue B. Snowden and Lottie W. Snowden, beneficiary filed of record on December 18, 1984 in the Office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi in Book 1059 at Page 607 securing the amount of \$14,500.00. Lottie Mae Snowden assigned her interest in this Deed of Trust to Hue B. Snowden by instrument dated March 21, 1991 and recorded March 26, 1991 in Book 1353 at page 616 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi. Hue B. Snowden assigned his interests to Hancock Bank by instrument dated February 25, 1991 and recorded March 22, 1991 in Book 1353 at Page 438 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi. (This DOT was held as Lottie W. Snowden and assigned as Lottie Mae Snowden.)

Subject to that certain Deed of Trust dated January 8, 1985 from Terry Snowden to Trustee, Ralph D. Young for the benefit of Steven P. Drown and Robert E. Wade, beneficiary filed of record on January 10, 1985 in the Office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi in Book 1062 at Page 312 securing the amount of \$6,400.00. Said Deed of Trust is assigned to First State Bank by instrument dated March 28, 1985 and recorded April 11, 1985 in Book 1074 at Page 423 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.



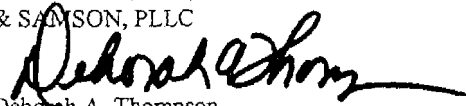
**MINUTE BOOK**  
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**JANUARY 2001 TERM**

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This title opinion has been prepared in conjunction with the contemporaneous acquisition or condemnation of the within described property by the party or parties identified above. It may not be disseminated or relied upon by any other parties or for any other purpose without the express written authorization of Dickinson, Ros, Wooten & Samson, P.L.L.C. By acceptance and reliance upon this opinion the addressee agrees to this limitation.

Yours very truly,

DICKINSON, ROS, WOOTEN  
& SAMSON, PLLC

  
Deborah A. Thompson  
Attorney for Harrison County

DAT/ds

Attachment: Schedule "A"  
GACASES030334Tide op Parcel 3.wpd

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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## PARCEL #3

Terry Snowden  
(0605L-01-004.000)

A right-of-way and perpetual easement for roadway purposes for proposed Local System Bridge Project No. LSBP 24(6) on and over the hereinafter described land situated in Harrison County, Mississippi, to-wit:

All that part of the following described parcel conveyed to the Grantor's by Warranty Deed recorded at Page 117 of Deed Book 1001 of the Deed of Records of the First Judicial District of Harrison County, Mississippi, which lies Easterly of the hereinafter described new westerly right-of-way for Local System Bridge Project No. LSBP 24(6).

Grantor's Parcel:

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi, and run thence East 210.5 feet to the West margin of Shaw Road; thence South 37° 13' 30" East along said margin 301.4 feet to the point of beginning; thence further along said margin South 42° 35' East 60 feet; thence South 27° 0' West 650 feet more or less to the centerline of the Little Biloxi River; thence along said centerline in a Northerly direction 310 feet more or less; thence North 42° 0' East 456 feet more or less to the point of beginning, containing 1.5 acres, more or less and being generally referred to as Parcel 2 on survey of Eugene P. Stenum dated December 18, 1984.

Description of New Westerly Right-of-Way for Local System Bridge Project No. LSBP 24(6):

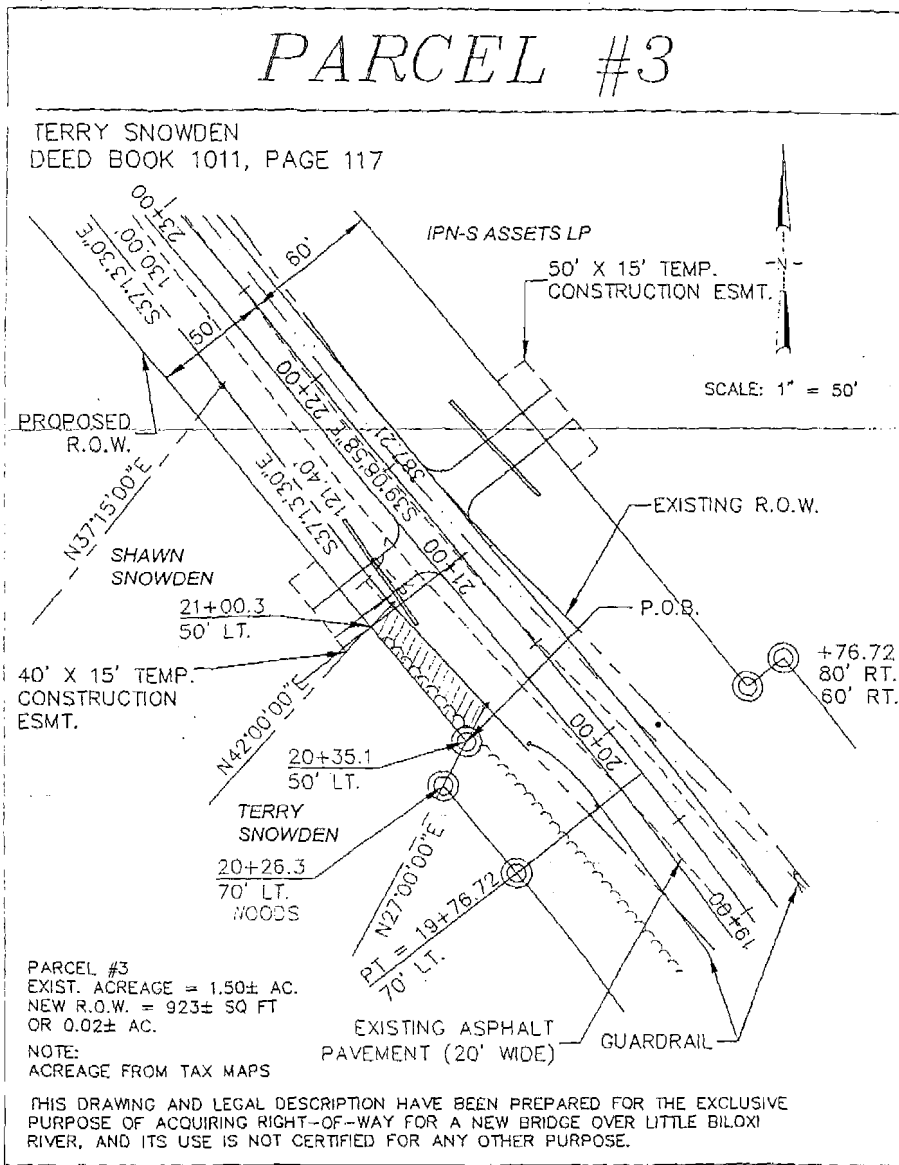
Beginning at a point on the Southerly boundary of Grantor's parcel, at approximately Station 23+35.1, 50 feet left; thence Northwesterly and a distance of 50 feet from the proposed centerline of Local System Bridge Project No. LSBP 24(6) a distance of 65.2 feet, more or less, to the North boundary of Grantor's parcel, said intersection being at approximately Station 21+00.3 and 50 feet left of said new centerline.

Description of Proposed Centerline for Local System Bridge Project No. LSBP 24(6):

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi; thence North 82° 56' 35" East a distance of 228.40 feet to the Point of Beginning, said point being Station 24+15, said station being the End of Project, on the centerline of Local System Bridge Project No. LSBP 24(6); thence along said centerline along a tangential curve to the left having a Delta angle 05° 51' 09", a radius of 500 feet, and an arc length of 51.07 feet to a point that is South 36° 13' 24" East a distance of 51.05 feet from the last described point, said point being Station 23+63.93; thence South 39° 08' 58" East along said centerline a distance of 387.21 feet to a point, said point being Station 19+76.72; thence continue along a tangential curve to the right having a delta angle of 35° 54' 06", a radius of 954.93 feet, and an arc length of 598.36 feet to a point, said point being Station 13+78.36; thence South 09° 13' 23" East along said centerline a distance of 528.36 feet and there terminating. Said point of termination is Station 8+50 on the centerline of said Local System Bridge Project No. LSBP 24(6).

Said right-of-way easement is adjacent to the existing right-of-way of Shaw Road and contains 923 square feet or 0.02 acres, more or less.

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REVISED: 09/29/00

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**JANUARY 2001 TERM**

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**DICKINSON, ROS, WOOTEN & SAMSON, P.L.L.C.**

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 'NY L. NELMS'  
 J P. SULLIVAN

December 21, 2000

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J ADMITTED IN ALABAMA

Harrison County Board of Supervisors  
 Gulfport, Mississippi 39501

**ATTORNEY'S TITLE OPINION**

Re: Bridge Improvement Project LSBP 24(6)  
 That certain land and property situated and being in the First Judicial District of  
 the County of Harrison, State of Mississippi, to-wit:

Identified as **Parcel 4** and Shown and Particularly Described on the Drawing and Legal  
 Description prepared by Garner Russell & Associates, Inc., Attached Hereto as Schedule "A"  
 and Made a Material Part Hereof.

This is to certify that I have made a careful and reasonable examination of the public records in the  
 First Judicial District of the County of Harrison, State of Mississippi, affecting the title to the real  
 estate hereinabove referred to and described. My examination of title covers a period (except as may  
 be otherwise herein extended or limited) of thirty-one (31) consecutive years immediately next  
 preceding and running down unto the conclusion of my examination at 8:00 o'clock A. M. on  
 December 4, 2000. My examination and this opinion was made solely for the right-of-way acquisition  
 purposes identified, and is limited to matters required for such purposes.

I know of no unrecorded liens or claims affecting said title; and based on the examination set out above  
 and herein, a good, valid, merchantable fee simple title to the property described herein was, as of the  
 date of my examination, vested, as follows:

Vested in Gerald N. Ladner, Sr. and Linda L. Ladner, by virtue of that certain  
 Warranty Deed dated June 20, 2000, from Dorothy Mae Snowden A/K/A Dorothy  
 Snowden A/K/A Dorothy T. Snowden. and Terry Snowden A/K/A Mary Terry  
 Snowden May and Shawn Snowden A/K/A Shawn Snowden Sims, filed for record on  
 July 21, 2000 in Book 1504 at Page 599, of the Records of Deeds to Lands in the office  
 of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

The fee simple title to said property vested as set forth above is limited by no liens, encumbrances and  
 exceptions of record, other than those listed, as follows, to-wit:

1. The lien of the 2000 Harrison County, Mississippi Ad Valorem taxes, not due or

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payable until January, 2001.

2. Any and all zoning restrictions and governmental regulations legally affecting said property and imposed by Harrison County, and/or the United States of America; and any and all laws, ordinances, regulations or governmental restrictions on use of said property.
3. Any and all easements for utility lines and maintenance presently existing in accordance with the laws of the State of Mississippi.
4. Any ways, easements, encroachments, discrepancies in dimensions, or other facts that may be shown by a true, accurate and current survey of said property or by a personal inspection of the premises, and rights, if any, of parties in possession.
5. Any and all prior recorded oil, gas and other mineral rights, reservations, exceptions, royalties, or leases, reserved or excepted in favor of, or granted by prior owners.
6. **The following liens or exceptions require release of the property hereinafter described by the following lienholder(s) at or prior to closing:**

Subject to that certain Deed of Trust dated December 17, 1984 from Steven P. Drown and Robert E. Wade to Trustee, R. Christopher Wood for the benefit of Hue B. Snowden and Lottie W. Snowden, beneficiary filed of record on December 18, 1984 in the Office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi in Book 1059 at Page 607 securing the amount of \$14,500.00. Lottie Mae Snowden assigned her interest in this Deed of Trust to Hue B. Snowden by instrument dated March 21, 1991 and recorded March 26, 1991 in Book 1353 at page 616 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Ms. Hue B. Snowden assigned his interests to Hancock Bank by instrument dated February 25, 1991 and recorded March 22, 1991 in Book 1353 at Page 438 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi. (This DOT was held as Lottie W. Snowden and assigned as Lottie Mae Snowden.)

Subject to that certain Deed of Trust dated January 8, 1985 from Dorothy Snowden to Trustee, Ralph D. Young for the benefit of Steven P. Drown and Robert E. Wade, beneficiary filed of record on January 10, 1985 in the Office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi in Book 1062 at Page 310 securing the amount of \$6,400.00. Said Deed of Trust is assigned to First State Bank by instrument dated March 28, 1985 and recorded April 11, 1985 in Book 1074 at Page 419 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

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**JANUARY 2001 TERM**

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Yours very truly,

DICKINSON, ROS, WOOTEN  
& SAMSON, PLLC



Deborah A. Thompson  
Attorney for Harrison County

DAT/ds

Attachment: Schedule "A"

G:\CASES\30334\Title Op Parcel 4.wpd

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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PARCEL #4

Dorothy Snowden  
 (0605L-01-005.000)

A right-of-way and perpetual easement for roadway purposes for proposed Local System Bridge Project No. LSBP 24(6) on and over the hereinafter described land situated in Harrison County, Mississippi, to-wit:

All that part of the following described parcel conveyed to the Grantor's by Warranty Deed recorded at Page 116 of Deed Book 1001 of the Deed of Records of the First Judicial District of Harrison County, Mississippi, which lies Easterly of the hereinafter described new westerly right-of-way for Local System Bridge Project No. LSBP 24(6):

Grantor's Parcel:

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi, and run thence East 210.5 feet to the West margin of Shaw Road; thence along said margin South 37° 13' 30" East 301.4 feet; thence South 42° 35' East 60 feet to the Point of Beginning; thence South 42° 35' East 154.2 feet along the said margin of Shaw Road; thence further along said margin South 24° 34' East 215.5 feet; thence further along said margin South 35 feet more or less, to the centerline of the Little Biloxi River; thence along said centerline in a Westerly direction 700 feet more or less; thence North 27° 00' East 650 feet more or less to the Point of Beginning, containing 1.5 acres, more or less and being generally referred to as Parcel 1 on survey of Eugene P. Stenum dated December 18, 1984.

Description of New Westerly Right-of-Way for Local System Bridge Project No. LSBP 24(6):

Beginning at a point on the Southerly boundary of Grantor's parcel, at approximately Station 16+55.3, 70 feet left, said point being located at the intersection of the centerline of Little Biloxi River; thence Northwesterly and at a distance of 70 feet from the proposed new centerline of Local System Bridge Project No. LSBP 24(6) along a curve to the left having a radius of 884.93 feet, a Delta angle of 19° 17' 10", and an arc length of 297.87 feet to a point that is North 29° 30' 24" East a distance of 296.47 feet from the last described point, said point being Station 19+76.72, 70 feet left of said new centerline; thence Northwesterly and at a distance of 70 feet from said centerline a distance of 49.57 feet, more or less, to the North boundary of Grantor's parcel, said point being at approximately Station 20+26.3, 70 feet left of said new centerline.

Description of Proposed Centerline for Local System Bridge Project No. LSBP 24(6):

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi; thence North 82° 56' 35" East a distance of 228.40 feet to the Point of Beginning, said point being Station 24+15, said station being the End of Project, on the centerline of Local System Bridge Project No. LSBP 24(6); thence along said centerline along a tangential curve to the left having a Delta angle 05° 51' 09", a radius of 500 feet, and an arc length of 51.07 feet to a point that is South 36° 13' 24"

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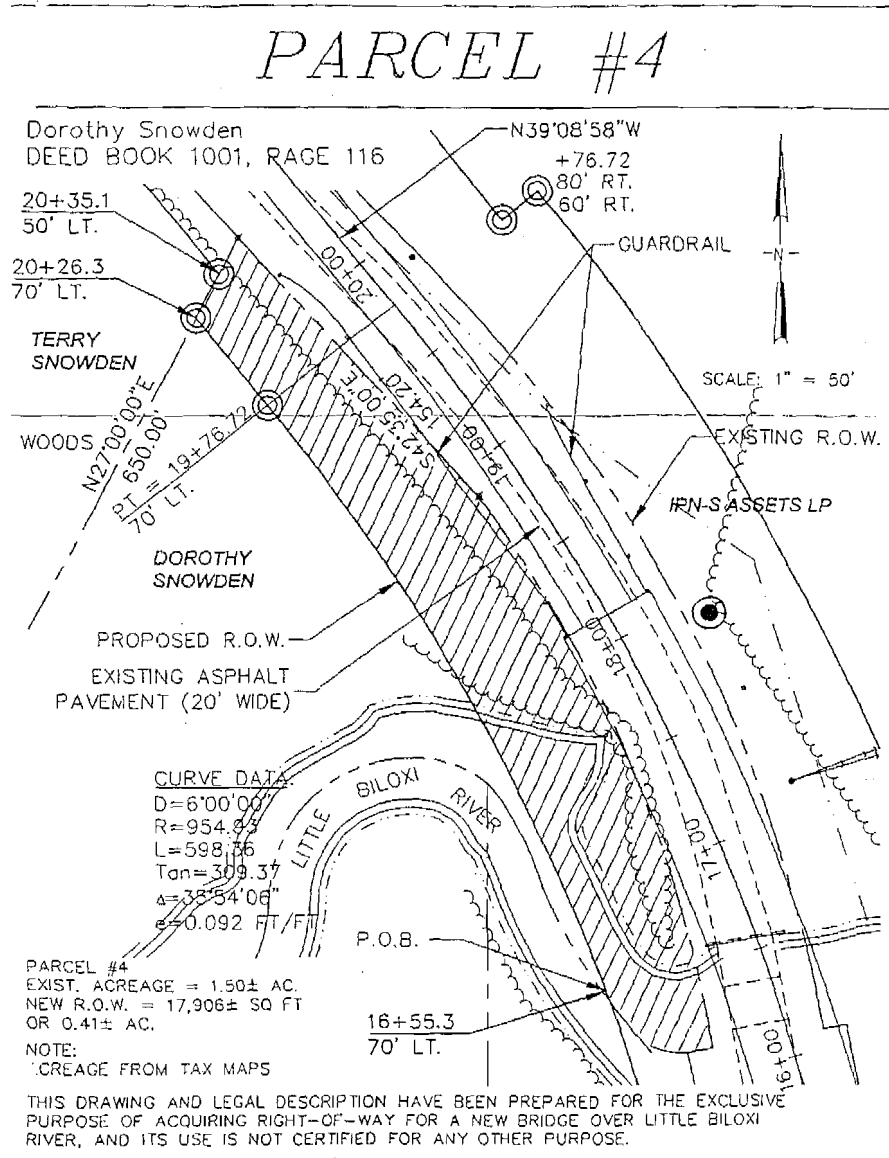
East a distance of 51.05 feet from the last described point, said point being Station 23+63.93; thence South 39° 08' 58" East along said centerline a distance of 387.21 feet to a point, said point being Station 19+76.72; thence continue along a tangential curve to the right having a delta angle of 35° 54' 06", a radius of 954.93 feet, and an arc length of 598.36 feet to a point, said point being Station 13+78.36; thence South 09° 13' 23" East along said centerline a distance of 528.36 feet and there terminating. Said point of termination is Station 8+50 on the centerline of said Local System Bridge Project No. LSBP 24(6).

Said right-of-way easement is adjacent to the existing right-of-way of Shaw Road and contains 17,906 square feet or 0.41 acres, more or less.

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REVISED: 09/29/00

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**JANUARY 2001 TERM**

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 E-mail: [dickinsonros@gulfportlaw.com](mailto:dickinsonros@gulfportlaw.com)

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 J. P. HENRY ROS  
 C. D. WOOTEN  
 MARINE M. SAMSON  
 JIMMY L. NELMS  
 J. P. SULLIVAN

SO ADMITTED IN ALABAMA

December 21, 2000

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 REAL ESTATE FACSIMILE (228) 867-2153

Harrison County Board of Supervisors  
 Gulfport, Mississippi 39501

**ATTORNEY'S TITLE OPINION**

Re: Bridge Improvement Project LSBP 24(6)  
 That certain land and property situated and being in the First Judicial District of  
 the County of Harrison, State of Mississippi, to-wit:

Identified as **Parcel 5** and Shown and Particularly Described on the Drawing and Legal  
 Description prepared by Garner Russell & Associates, Inc., Attached Hereto as Schedule "A"  
 and Made a Material Part Hereof.

This is to certify that I have made a careful and reasonable examination of the public records in the  
 First Judicial District of the County of Harrison, State of Mississippi, affecting the title to the real  
 estate hereinabove referred to and described. My examination of title covers a period (except as may  
 be otherwise herein extended or limited) of thirty-one (31) consecutive years immediately next  
 preceding and running down unto the conclusion of my examination at 8:00 o'clock A. M. on  
 December 4, 2000. My examination and this opinion was made solely for the right-of-way acquisition  
 purposes identified, and is limited to matters required for such purposes.

I know of no unrecorded liens or claims affecting said title; and based on the examination set out above  
 and herein, a good, valid, merchantable fee simple title to the property described herein was, as of the  
 date of my examination, vested, as follows:

Vested in **Eric A. Hood and Victoria A. Hood**, by virtue of that certain Warranty  
 Deed dated June 2, 2000, from Patricia W. Simmons, filed for record on June 7, 2000,  
 and recorded in Book 1499 at Page 539, of the Records of Deeds to Lands in the office  
 of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.  
**Subject to roadway along south 20 feet reserved by grantor, Patricia W. Simmons.**

The fee simple title to said property vested as set forth above is limited by no liens, encumbrances and  
 exceptions of record, other than those listed, as follows, to-wit:

1. The lien of the 2000 Harrison County, Mississippi Ad Valorem taxes, not due or

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

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payable until January, 2001.

2. Any and all zoning restrictions and governmental regulations legally affecting said property and imposed by Harrison County, and/or the United States of America; and any and all laws, ordinances, regulations or governmental restrictions on use of said property.
3. Any and all easements for utility lines and maintenance presently existing in accordance with the laws of the State of Mississippi.
4. Any ways, easements, encroachments, discrepancies in dimensions, or other facts that may be shown by a true, accurate and current survey of said property or by a personal inspection of the premises, and rights, if any, of parties in possession.
5. Any and all prior recorded oil, gas and other mineral rights, reservations, exceptions, royalties, or leases, reserved or excepted in favor of, or granted by prior owners.
6. **The following liens or exceptions require release of the property hereinafter described by the following lienholder(s) at or prior to closing:**

Subject to that certain Deed of Trust dated June 2, 2000 from Eric A. Hood and wife Victoria A. Hood to Trustee, Dennis Holifield for the benefit of Naitons Credit Financial Services Corp d/b/a EquiCredit, beneficiary filed of record on June 7, 2000 in the Office of the Chancery Clerk of First Judicial of Harrison County, Mississippi in Book 2106 at Page 187 securing the amount of \$6,1750.00.

Subject to the roadway along the south 20 feet reserved by grantor of full parcel conveyed by above reference warranty deed. Notice shall be given to grantor of acquisition and condemnation.

Yours very truly,

DICKINSON, ROS, WOOTEN  
& SAMSON, PLLC



Deborah A. Thompson  
Attorney for Harrison County

DAT/ds

Attachment: Schedule "A"

G:\CASES\30334\Title Op Parcel 5.wpd

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## PARCEL #5

Patricia W. Simmons  
(0605L-01-006.000)

A right-of-way and perpetual easement for roadway purposes for proposed Local System Bridge Project No. LSBP 24(6) on and over the hereinafter described land situated in Harrison County, Mississippi, to-wit:

All that part of the following described parcel conveyed to the Grantor's by Warranty Deed recorded at Page 396 of Deed Book 1258 of the Deed of Records of the First Judicial District of Harrison County, Mississippi, which lies Easterly of the hereinafter described new Westerly right-of-way for Local System Bridge Project No. LSBP 24(6):

Grantor's Parcel:

A parcel of land situated and being located in the NW 1/4 of Section 11, Township 6 South, Range 12 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows: Commence at a point on the west line of NW 1/4 of said Section 11, said point being located South 00° 03' East 1004.2 feet from the northwest corner of said NW 1/4 of Section 11; thence North 89° 33' East 509.35 feet to the Point of Beginning; thence North 480 feet, more or less, to the center-line of Little Biloxi River; thence meander southeasterly along said center-line of Little Biloxi River to a point of the west margin of Shaw Road; thence South 06° 50' East 325 feet, more or less, along said west margin of Shaw Road; thence South 89° 33' West 140 feet to the said Point of Beginning. Said parcel of land contains 1 acres, more or less; also being subject to a private roadway easement for ingress and egress across the south 20 feet thereof.

Description of New Westerly Right-of-Way for Local System Bridge Project No. LSBP 24(6):

Beginning at a point on the Southerly boundary of Grantor's parcel, at approximately Station 12+65.7, 70 feet left; thence Northerly and a distance of 70 feet from the proposed centerline of Local System Bridge Project No. LSBP 24(6) a distance of 112.6 feet, more or less, to a point, said point being Station 13+78.35, 70 feet left of said proposed new centerline; thence Northerly and a distance of 70 feet from the proposed centerline of Local System Bridge Project No. LSBP 24(6) along a curve having a Radius of 884.93 feet and a Delta angle of 16° 36' 57" a distance of 256.6 feet, more or less, to the North boundary of Grantor's parcel, said boundary being at approximately Station 16+55.3 and 70 feet left of said new centerline, and also the centerline of Little Biloxi River.

Description of Proposed Centerline for Local System Bridge Project No. LSBP 24(6):

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi; thence North 82° 56' 35" East a distance of 228.40 feet to the Point of Beginning, said point being Station 24+15, said station being the End of

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Project, on the centerline of Local System Bridge Project No. LSBP 24(6); thence along said centerline along a tangential curve to the left having a Delta angle  $05^{\circ} 51' 09''$ , a radius of 500 feet, and an arc length of 51.07 feet to a point that is South  $36^{\circ} 13' 24''$  East a distance of 51.05 feet from the last described point, said point being Station 23+63.93; thence South  $39^{\circ} 08' 58''$  East along said centerline a distance of 387.21 feet to a point, said point being Station 19+76.72; thence continue along a tangential curve to the right having a delta angle of  $35^{\circ} 54' 06''$ , a radius of 954.93 feet, and an arc length of 598.36 feet to a point, said point being Station 13+78.36; thence South  $09^{\circ} 13' 23''$  East along said centerline a distance of 528.36 feet and there terminating. Said point of termination is Station 8+50 on the centerline of said Local System Bridge Project No. LSBP 24(6).

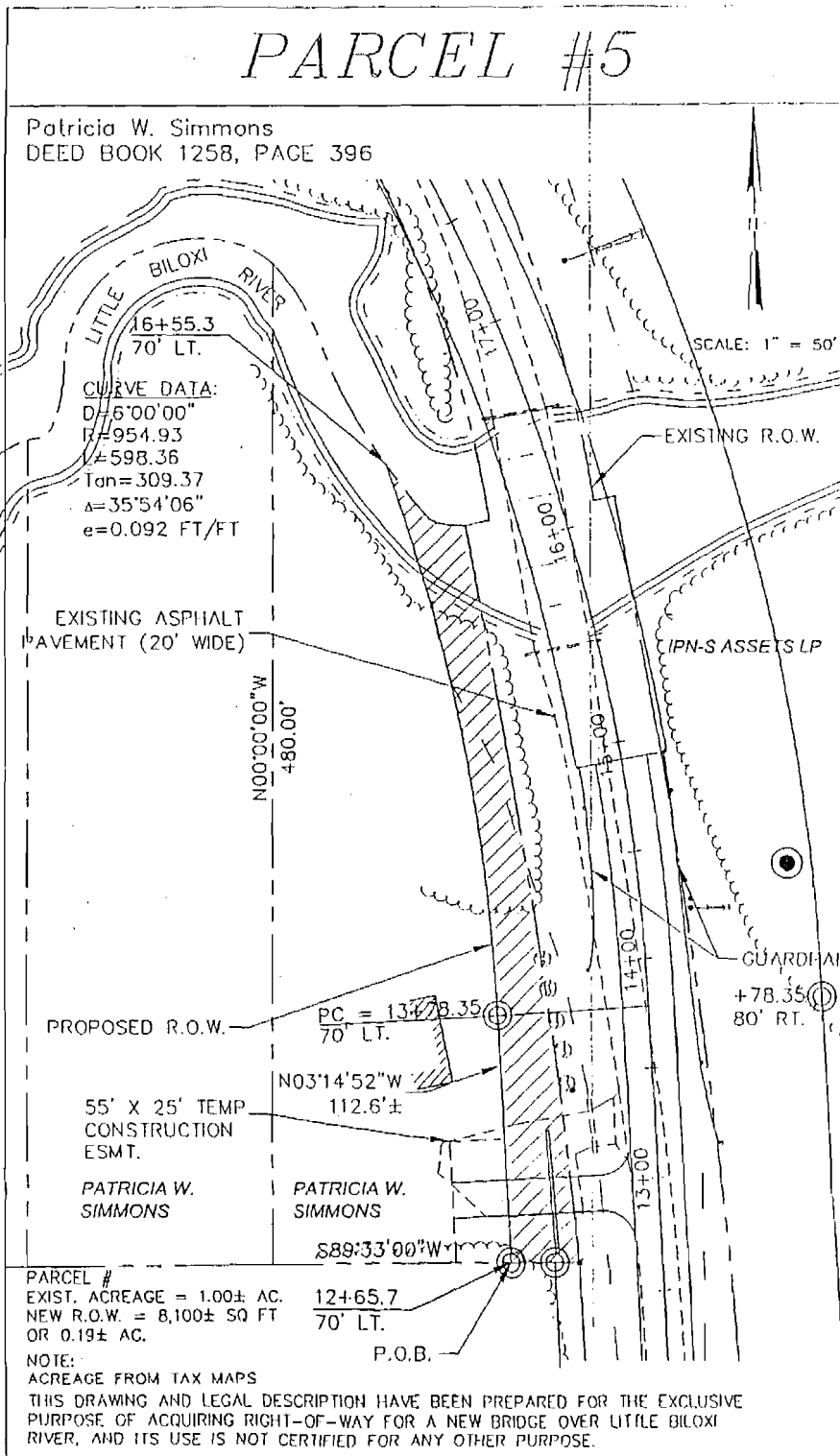
Said right-of-way easement is adjacent to the existing right-of-way of Shaw Road and contains 8,100 square feet or 0.19 acres, more or less.

Also the following described temporary construction easement:

A 25.0 foot wide strip West of and adjacent to the above described right-of-way from Station 12+67 to Station 13+22.

The above described construction easement contains 1,375.0 square feet or 0.032 acres, more or less.

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**JANUARY 2001 TERM**

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**DICKINSON, ROS, WOOTEN & SAMSON, P.L.L.C.**

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

MARKHAM BUILDING  
 2301 - 14TH STREET, SUITE 600  
 GULFPORT, MISSISSIPPI 39501  
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 E-mail: dickinsonros@gulfportlaw.com

JESS H. DICKINSON  
 JOSEPH HENRY ROS  
 D. WOOTEN  
 KATHARINE M. SAMSON  
 JOHNNY L. NELMS\*  
 DAVID P. SULLIVAN

December 21, 2000

TELEPHONE (228) 863-8861  
 FACSIMILE (228) 863-8871  
 REAL ESTATE FACSIMILE (228) 867-2153

\*ALSO ADMITTED IN ALABAMA

Harrison County Board of Supervisors  
 Gulfport, Mississippi 39501

**ATTORNEY'S TITLE OPINION**

Re: Bridge Project LSBP 24(6)  
 That certain land and property situated and being in the First Judicial District of  
 the County of Harrison, State of Mississippi, to-wit:

Identified as **Parcel 6** as shown and particularly described on the drawing and Legal  
 Description prepared by Garner Russell & Associates, Inc., Attached Hereto as Schedule "A"  
 and Made a Material Part Hereof.

This is to certify that I have made a careful and reasonable examination of the public records in the  
 First Judicial District of the County of Harrison, State of Mississippi, affecting the title to the real  
 estate hereinabove referred to and described. My examination of title covers a period (except as may  
 be otherwise herein extended or limited) of thirty-one (31) consecutive years immediately next  
 preceding and running down unto the conclusion of my examination at 8:00 o'clock A. M. on  
 December 4, 2000. My examination and this opinion was made solely for the right-of-way acquisition  
 purposes identified, and is limited to matters required for such purposes.

I know of no unrecorded liens or claims affecting said title; and based on the examination set out above  
 and herein, a good, valid, merchantable fee simple title to the property described herein was, as of the  
 date of my examination, vested, as follows:

Vested in **SHEILA L. McMURTRAY** by virtue of that certain Trustees Deed dated  
 December 6, 1989 from Bruce Cornell, Trustee, filed for record on December 7, 1989,  
 and recorded in Book 1147 at Page 260, of the Records of Deeds to Lands in the office  
 of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

The fee simple title to said property vested as set forth above is limited by no liens, encumbrances and  
 exceptions of record, other than those listed, as follows, to-wit:

1. The lien of the 2000 Harrison County, Mississippi Ad Valorem taxes, not due or payable until January, 2001.

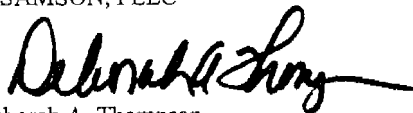
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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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2. Any and all zoning restrictions and governmental regulations legally affecting said property and imposed by Harrison County, and/or the United States of America; and any and all laws, ordinances, regulations or governmental restrictions on use of said property.
3. Any and all easements for utility lines and maintenance presently existing in accordance with the laws of the State of Mississippi.
4. Any ways, easements, encroachments, discrepancies in dimensions, or other facts that may be shown by a true, accurate and current survey of said property or by a personal inspection of the premises, and rights, if any, of parties in possession.
5. Any and all prior recorded oil, gas and other mineral rights, reservations, exceptions, royalties, or leases, reserved or excepted in favor of, or granted by prior owners.
6. **The following liens or exceptions require release of the property hereinafter described by the lienholders at or prior to closing: NONE**

Yours very truly,

DICKINSON, ROS, WOOTEN  
& SAMSON, PLLC



Deborah A. Thompson  
Attorney for Harrison County

DAT/ds

Attachment: Schedule "A"

G:\CASES\30334\Title Op Parcel 6.wpd



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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*PARCEL #6*

SHELLA L. MCMURTRAY  
DEED BOOK 1147, PAGE 260

PATRICIA W.  
SIMMONS

N89°33'00"E

12+65.7  
70' LT.  
50' LT.

PROPOSED R.O.W.

WOODS

SHELLA L.  
McMURTRAY

10+70  
50' LT.

STONE INVESTMENT  
CO. INC.

P.O.B.

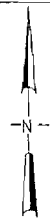
10' GRAVEL DRIVE

CURTIS E. PRESTWOOD  
& WIFE

PARCEL #6  
EXIST. ACREAGE = 3.00± AC.  
NEW R.O.W. = 2,372± SQ FT  
OR 0.05± AC.

NOTE:  
ACREAGE FROM TAX MAPS

THIS DRAWING AND LEGAL DESCRIPTION HAVE BEEN PREPARED FOR THE EXCLUSIVE  
PURPOSE OF ACQUIRING RIGHT-OF-WAY FOR A NEW BRIDGE OVER LITTLE BILOXI  
RIVER, AND ITS USE IS NOT CERTIFIED FOR ANY OTHER PURPOSE.



SCALE: 1" = 50'

EXISTING ASPHALT  
PAVEMENT (20' WIDE)

IPN-S ASSETS LP

EXISTING R.O.W.

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PARCEL #6

Shella L. McMurtray  
(0605L-01-010.000)

A right-of-way and perpetual easement for roadway purposes for proposed Local System Bridge Project No. LSBP 24(6) on and over the hereinafter described land situated in Harrison County, Mississippi, to-wit:

All that part of the following described parcel conveyed to the Grantor's by Warranty Deed recorded at Page 261 of Deed Book 1147 of the Deed of Records of the First Judicial District of Harrison County, Mississippi, which lies Easterly of the hereinafter described new Westerly right-of-way for Local System Bridge Project No. LSBP 24(6):

Grantor's Parcel:

A parcel of land located in Section 11, Township 6 South, Range 12 West, First Judicial District of Harrison County, Mississippi, and being more specifically described as follows: Commencing at the NW corner of said Section 11, thence run South 00° 28' West 1005.14 feet along the West line of said Section 11 to the point of beginning; thence East 649 feet more or less to the West margin of Shaw Road; thence South 01° 30' East 195 feet along the West margin of Shaw Road; thence West 656.09 feet more or less to the West line of Section 11; thence North 00° 28' East 194.94 feet along the West line of Section 11 to the point of beginning. This parcel contains 3 acres more or less.

Description of New Westerly Right-of-Way for Local System Bridge Project No. LSBP 24(6):

Beginning at a point on the Southerly boundary of Grantor's parcel, at approximately Station 10+70, 50 feet left; thence Northerly and a distance of 50 feet from the proposed centerline of Local System Bridge Project No. LSBP 24(6) a distance of 195.7 feet, more or less, to a point on the North boundary of Grantor's parcel, said point being at approximately Station 12+65.7 and 50 feet left of said new centerline.

Description of Proposed Centerline for Local System Bridge Project No. LSBP 24(6):

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi; thence North 82° 56' 35" East a distance of 228.40 feet to the Point of Beginning, said point being Station 24+15, said station being the End of Project. on the centerline of Local System Bridge Project No. LSBP 24(6); thence along said centerline along a tangential curve to the left having a Delta angle 05° 51' 09", a radius of 500 feet, and an arc length of 51.07 feet to a point that is South 36° 13' 24" East a distance of 51.05 feet from the last described point, said point being Station 23+63.93; thence South 39° 08' 58" East along said centerline a distance of 387.21 feet to a point, said point being Station 19+76.72; thence continue along a tangential curve to the right having a delta angle of 35° 54' 06", a radius of 954.93 feet, and an arc length of 598.36 feet to a point, said point being Station 13+78.36; thence South 09° 13' 23" East along said centerline a distance of 528.36 feet and there terminating. Said point of termination is Station 8+50 on the centerline of said Local System Bridge Project No. LSBP 24(6).

Said right-of-way easement is adjacent to the existing right-of-way of Shaw Road and contains 2,372 square feet or 0.05 acres, more or less.

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**JANUARY 2001 TERM**

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**DICKINSON, ROS, WOOTEN & SAMSON, P.L.L.C.**

A PROFESSIONAL LIMITED LIABILITY COMPANY  
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JESS H. DICKINSON  
 JOSEPH HENRY ROS  
 E. WOOTEN  
 KATHARINE M. SAMSON  
 JOHNNY L. NELMS\*  
 DAVID P. SULLIVAN

December 21, 2000

TELEPHONE (228) 863-8861  
 FACSIMILE (228) 863-8871  
 REAL ESTATE FACSIMILE (228) 867-2153

\*ALSO ADMITTED IN ALABAMA

Harrison County Board of Supervisors  
 Gulfport, Mississippi 39501

**ATTORNEY'S TITLE OPINION**

Re: Bridge Improvement Project LSBP 24(6)  
 That certain land and property situated and being in the First Judicial District of  
 the County of Harrison, State of Mississippi, to-wit:

Identified as **Parcel 7** and Shown and Particularly Described on the Drawing and Legal  
 Description prepared by Garner Russell & Associates, Inc., Attached Hereto as Schedule "A"  
 and Made a Material Part Hereof.

This is to certify that I have made a careful and reasonable examination of the public records in the  
 First Judicial District of the County of Harrison, State of Mississippi, affecting the title to the real  
 estate hereinabove referred to and described. My examination of title covers a period (except as may  
 be otherwise herein extended or limited) of thirty-one (31) consecutive years immediately next  
 preceding and running down unto the conclusion of my examination at 8:00 o'clock A. M. on  
 December 4, 2000, 2000. My examination and this opinion was made solely for the right-of-way  
 acquisition purposes identified, and is limited to matters required for such purposes.

I know of no unrecorded liens or claims affecting said title; and based on the examination set out above  
 and herein, a good, valid, merchantable fee simple title to the property described herein was, as of the  
 date of my examination, vested, as follows:

Vested in Stone Investment Co., Inc., by virtue of that certain Warranty Deed dated  
 June 15, 1984, from Ferris B. O'Neal and Charles C. O'Neal, filed for record on June 18,  
 1984, and recorded in Book 984 at Page 107, of the Records of Deeds to Lands in the  
 office of the Chancery Clerk of the First Judicial District of Harrison County,  
 Mississippi.

The fee simple title to said property vested as set forth above is limited by no liens, encumbrances and  
 exceptions of record, other than those listed, as follows, to-wit:

1. The lien of the 2000 Harrison County, Mississippi Ad Valorem taxes, not due or

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## PARCEL #7

Stone Investment Co., Inc.  
(0605L-01-011.000)

A right-of-way and perpetual easement for roadway purposes for proposed Local System Bridge Project No. LSBP 24(6) on and over the hereinafter described land situated in Harrison County, Mississippi, to-wit:

All that part of the following described parcel conveyed to the Grantor's by Warranty Deed recorded at Page 423 of Deed Book 984 of the Deed of Records of the First Judicial District of Harrison County, Mississippi, which lies Easterly of the hereinafter described new westerly right-of-way for Local System Bridge Project No. LSBP 24(6):

Grantor's Parcel:

Commence at the SW Corner of Section 11, Township 6 South, Range 12 West and run North on the West line of Section 11 a distance of 3946.6 feet to a point; thence continue North 100 feet on said Section Line for point of beginning; thence run North 60 feet along said Section Line; thence run East 660 feet to the West right-of-way of Shaw Road; thence run South 60 feet along the West right-of-way of Shaw Road; thence run West 660 feet to the point of beginning.

Description of New Westerly Right-of-Way for Local System Bridge Project No. LSBP 24(6):

Beginning at a point on the Southerly boundary of Grantor's parcel, at approximately Station 10+10, 50 feet left; thence Northerly and a distance of 50 feet from the proposed centerline of Local System Bridge Project No. LSBP 24(6) a distance of 60 feet, more or less, to a point on the North boundary of Grantor's parcel, said point being at approximately Station 10+70 and 50 feet left of said new centerline.

Description of Proposed Centerline for Local System Bridge Project No. LSBP 24(6):

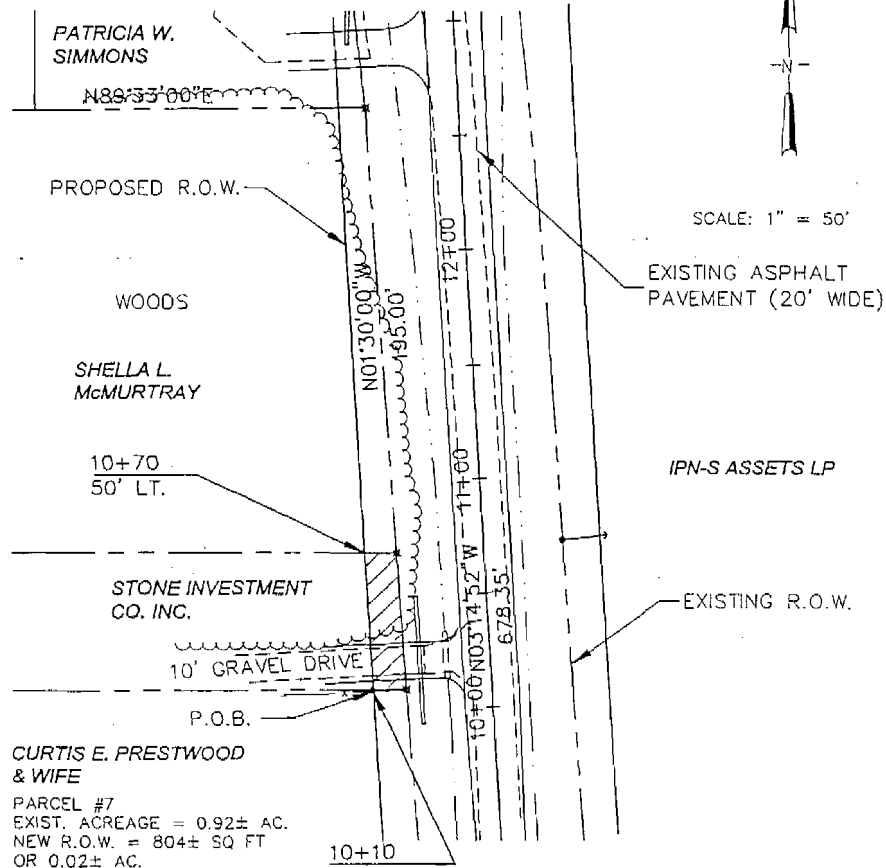
Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi; thence North 82° 56' 35" East a distance of 228.40 feet to the Point of Beginning, said point being Station 24+15, said station being the End of Project, on the centerline of Local System Bridge Project No. LSBP 24(6); thence along said centerline along a tangential curve to the left having a Delta angle 05° 51' 09", a radius of 500 feet, and an arc length of 51.07 feet to a point that is South 36° 13' 24" East a distance of 51.05 feet from the last described point, said point being Station 23+63.93; thence South 39° 08' 58" East along said centerline a distance of 387.21 feet to a point, said point being Station 19+76.72; thence continue along a tangential curve to the right having a delta angle of 35° 54' 06", a radius of 954.93 feet, and an arc length of 598.36 feet to a point, said point being Station 13+78.36; thence South 09° 13' 23" East along said centerline a distance of 528.36 feet and there terminating. Said point of termination is Station 8+50 on the centerline of said Local System Bridge Project No. LSBP 24(6).

Said right-of-way easement is adjacent to the existing right-of-way of Shaw Road and contains 804 square feet or 0.02 acres, more or less.

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*PARCEL #7*

STONE INVESTMENT CO. INC.  
 DEED BOOK 984, PAGE 423



SCALE: 1" = 50'

PATRICIA W. SIMMONS

SHELLA L. McMURTRAY

STONE INVESTMENT CO. INC.

CURTIS E. PRESTWOOD & WIFE  
 PARCEL #7  
 EXIST. ACREAGE = 0.92± AC.  
 NEW R.O.W. = 804± SQ FT  
 OR 0.02± AC.

NOTE:  
 ACREAGE FROM TAX MAPS

THIS DRAWING AND LEGAL DESCRIPTION HAVE BEEN PREPARED FOR THE EXCLUSIVE PURPOSE OF ACQUIRING RIGHT-OF-WAY FOR A NEW BRIDGE OVER LITTLE BILOXI RIVER, AND ITS USE IS NOT CERTIFIED FOR ANY OTHER PURPOSE.

REVISED: 09/29/00

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

---

**DICKINSON, ROS, WOOTEN & SAMSON, P.L.L.C.**

A PROFESSIONAL LIMITED LIABILITY COMPANY  
 ATTORNEYS AT LAW

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 2301 - 14TH STREET, SUITE 600  
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 Website: www.gulfportlaw.com  
 E-mail: dickinsonros@gulfportlaw.com

SH. DICKINSON  
 EPH HENRY ROS  
 JO. WOOTEN  
 HARINE M. SAMSON  
 NNY L. NELMS\*  
 ID P. SULLIVAN

December 21, 2000

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 REAL ESTATE FACSIMILE (228) 867-2153

SO ADMITTED IN ALABAMA

Harrison County Board of Supervisors  
 Gulfport, Mississippi 39501

**ATTORNEY'S TITLE OPINION**

Re: Bridge Improvement Project LSBP 24(6)  
 That certain land and property situated and being in the First Judicial District of  
 the County of Harrison, State of Mississippi, to-wit:

Identified as **Parcel 8** and Shown and Particularly Described on the Drawing and Legal  
 Description prepared by Garner Russell & Associates, Inc., Attached Hereto as Schedule "A"  
 and Made a Material Part Hereof.

This is to certify that I have made a careful and reasonable examination of the public records in the  
 First Judicial District of the County of Harrison, State of Mississippi, affecting the title to the real  
 estate hereinabove referred to and described. My examination of title covers a period (except as may  
 be otherwise herein extended or limited) of thirty-one (31) consecutive years immediately next  
 preceding and running down unto the conclusion of my examination at 8:00 o'clock A. M. on  
 December 4, 2000. My examination and this opinion was made solely for the right-of-way acquisition  
 purposes identified, and is limited to matters required for such purposes.

I know of no unrecorded liens or claims affecting said title; and based on the examination set out above  
 and herein, a good, valid, merchantable fee simple title to the property described herein was, as of the  
 date of my examination, vested, as follows:

Vested in **Curtis E. Prestwood, Sr. and Barbara J. Prestwood**, by virtue of that  
 certain Warranty Deed dated April 24, 1984, from James O. McMurtray, filed for record  
 on April 25, 1984, and recorded in Book 980 at Page 336, of the Records of Deeds to  
 Lands in the office of the Chancery Clerk of the First Judicial District of Harrison  
 County, Mississippi.

The fee simple title to said property vested as set forth above is limited by no liens, encumbrances and  
 exceptions of record, other than those listed, as follows, to-wit:

1. The lien of the 2000 Harrison County, Mississippi Ad Valorem taxes, not due or  
 payable until January, 2001.

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2. Any and all zoning restrictions and governmental regulations legally affecting said property and imposed by Harrison County, and/or the United States of America; and any and all laws, ordinances, regulations or governmental restrictions on use of said property.
3. Any and all easements for utility lines and maintenance presently existing in accordance with the laws of the State of Mississippi.
4. Any ways, easements, encroachments, discrepancies in dimensions, or other facts that may be shown by a true, accurate and current survey of said property or by a personal inspection of the premises, and rights, if any, of parties in possession.
5. Any and all prior recorded oil, gas and other mineral rights, reservations, exceptions, royalties, or leases, reserved or excepted in favor of, or granted by prior owners.
6. **The following liens or exceptions require release of the property hereinafter described by the following lienholder(s) at or prior to closing:**

Subject to that certain Deed of Trust dated March 24, 1997 from Curtis E. Prestwood, Sr. and Barbara J. Prestwood to Trustee, James R. McIlwain for the benefit of Hancock Bank, beneficiary filed of record on March 28, 1997 in the Office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi in Book 1759 at Page 508 securing the amount of \$38,000.00.

Subject to that certain Home Equity Deed of Trust dated March 24, 1997 from Curtis E. Prestwood, Sr. and Barbara J. Prestwood to Trustee, James R. McIlwain for the benefit of Hancock Bank, beneficiary filed of record on March 28, 1997 in the Office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi in Book 1759 at Page 515 securing the amount of \$20,000.00.

Subject to that certain Deed of Trust dated April 6, 1999 from Curtis E. Prestwood, Sr. and Barbara J. Prestwood to Trustee, James R. McIlwain for the benefit of Hancock Bank, beneficiary filed of record on April 23, 1999 in the Office of the Chancery Clerk of First Judicial District, Harrison County, Mississippi in Book 1976 at Page 176 securing the amount of \$20,000.00

Yours very truly,

DICKINSON, ROS, WOOTEN  
& SAMSON, PLLC

  
Deborah A. Thompson  
Attorney for Harrison County

DAT/ds

Attachment: Schedule "A"

G:\CASES\30334\Title Op Parcel 8.wpd

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

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PARCEL #8

Curtis E. Prestwood & Wife  
(0605L-01-012.000)

A right-of-way and perpetual easement for roadway purposes for proposed Local System Bridge Project No. LSBP24(6) on and over the hereinafter described land situated in Harrison County, Mississippi, to-wit:

All that part of the following described parcel conveyed to the Grantor's by Warranty Deed recorded at Page 336 of Deed Book 980 of the Deed of Records of the First Judicial District of Harrison County, Mississippi, which lies Easterly of the hereinafter described new westerly right-of-way for Local System Bridge Project No. LSBP 24(6):

Grantor's Parcel:

From the SW Corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi, run North 3946.60 feet to the Point of Beginning. From this Point of Beginning run North 100 feet; thence East 662.38 to the west margin of Shaw Road; thence South 1° 30' East 100.03 feet along the West margin of Shaw Road; thence West 665 feet to the Point of Beginning, said parcel containing 1.52 acres.

Description of New Westerly Right-of-Way for Local System Bridge Project No. LSBP 24(6):

Beginning at a point on the Southerly boundary of Grantor's parcel, at approximately Station 9+10, 50 feet left; thence Northerly and a distance of 50 feet from the proposed centerline of Local System Bridge Project No. LSBP 24(6) a distance of 100.0 feet, more or less, to a point on the North boundary of Grantor's parcel, said point being at approximately Station 10+10 and 50 feet left of said new centerline.

Description of Proposed Centerline for Local System Bridge Project No. LSBP 24(6):

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi; thence North 82° 56' 35" East a distance of 228.40 feet to the Point of Beginning, said point being Station 24+15, said station being the End of Project, on the centerline of Local System Bridge Project No. LSBP 24(6); thence along said centerline along a tangential curve to the left having a Delta angle 05° 51' 09", a radius of 500 feet, and an arc length of 51.07 feet to a point that is South 36° 13' 24" East a distance of 51.05 feet from the last described point, said point being Station 23+63.93; thence South 39° 08' 58" East along said centerline a distance of 387.21 feet to a point, said point being Station 19+76.72; thence continue along a tangential curve to the right having a delta angle of 35° 54' 06", a radius of 954.93 feet, and an arc length of 598.36 feet to a point, said point being Station 13+78.36; thence South 09° 13' 23" East along said centerline a distance of 528.36 feet and there terminating. Said point of termination is Station 8+50 on the centerline of said Local System Bridge Project No. LSBP 24(6).

Said right-of-way easement is adjacent to the existing right-of-way of Shaw Road and contains 1,427 square feet or 0.03 acres, more or less.



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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*PARCEL #8*

CURTIS E. PRESTWOOD & WIFE  
 DEED BOOK 980, PAGE 336

SHELLA L.  
 McMURTRAY

N90°00'00"W  
 STONE INVESTMENT  
 CO. INC.

10' GRAVEL DRIVE  
 N90°00'00"W  
 10+10  
 50' LT.

URTIS E. PRESTWOOD  
 & WIFE  
 P.O.B.  
 10' GRAVEL DRIVE

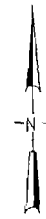
9+10  
 50' LT.  
 9+10  
 35' LT.

KINDETH O. &  
 BILLIE J. ANDERSON

PARCEL #8  
 EXIST. ACREAGE = 1.52± AC.  
 NEW R.O.W. = 1,427± SQ FT  
 OR 0.03± AC.

NOTE:  
 ACREAGE FROM TAX MAPS

THIS DRAWING AND LEGAL DESCRIPTION HAVE BEEN PREPARED FOR THE EXCLUSIVE  
 PURPOSE OF ACQUIRING RIGHT-OF-WAY FOR A NEW BRIDGE OVER LITTLE BILOXI  
 RIVER, AND ITS USE IS NOT CERTIFIED FOR ANY OTHER PURPOSE.



SCALE: 1" = 50'

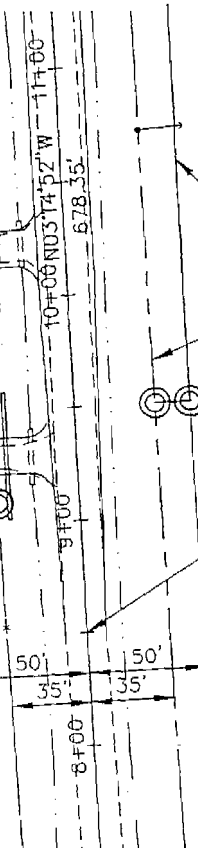
PROPOSED R.O.W.

EXISTING R.O.W.

IPN-S ASSETS LP

⊕ ⊕ +50

STA. 8+50  
 BEGIN PROJECT



REVISED: 00/00/00

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

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**DICKINSON, ROS, WOOTEN & SAMSON, P.L.L.C.**

A PROFESSIONAL LIMITED LIABILITY COMPANY  
 ATTORNEYS AT LAW

MARKHAM BUILDING  
 2301 - 14TH STREET, SUITE 600  
 GULFPORT, MISSISSIPPI 39501  
 Website: www.gulfportlaw.com  
 E-mail: dickinsonros@gulfportlaw.com

H. DICKINSON  
 PH HENRY ROS  
 D. WOOTEN  
 MARINE M. SAMSON  
 WY L. NELMS\*  
 J P. SULLIVAN

December 21, 2000

TELEPHONE (228) 863-8861  
 FACSIMILE (228) 863-8871  
 REAL ESTATE FACSIMILE (228) 867-2153

◊ ADMITTED IN ALABAMA

Harrison County Board of Supervisors  
 Gulfport, Mississippi 39501

**ATTORNEY'S TITLE OPINION**

Re: Bridge Improvement Project LSBP 24(6)  
 That certain land and property situated and being in the First Judicial District of  
 the County of Harrison, State of Mississippi, to-wit:

Identified as **Parcel 9** and Shown and Particularly Described on the Drawing and Legal  
 Description prepared by Garner Russell & Associates, Inc., Attached Hereto as Schedule "A"  
 and Made a Material Part Hereof.

This is to certify that I have made a careful and reasonable examination of the public records in the  
 First Judicial District of the County of Harrison, State of Mississippi, affecting the title to the real  
 estate hereinabove referred to and described. My examination of title covers a period (except as may  
 be otherwise herein extended or limited) of thirty-one (31) consecutive years immediately next  
 preceding and running down unto the conclusion of my examination at 8:00 o'clock A. M. on  
 December 4, 2000. My examination and this opinion was made solely for the right-of-way acquisition  
 purposes identified, and is limited to matters required for such purposes.

I know of no unrecorded liens or claims affecting said title; and based on the examination set out above  
 and herein, a good, valid, merchantable fee simple title to the property described herein was, as of the  
 date of my examination, vested, as follows:

Vested in **Sustainable Forest, LLC**, by virtue of that certain Warranty Deed dated  
 April 16, 1998, from I P Timberlands Operating Co, Ltd., filed for record on April 22,  
 1998, and recorded in Book 1407 at Page 46, of the Records of Deeds to Lands in the  
 office of the Chancery Clerk of the First Judicial District of Harrison County,  
 Mississippi.

The fee simple title to said property vested as set forth above is limited by no liens, encumbrances and  
 exceptions of record, other than those listed, as follows, to-wit:

1. The lien of the 2000 Harrison County, Mississippi Ad Valorem taxes, not due or

**MINUTE BOOK**  
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payable until January, 2001.

2. Any and all zoning restrictions and governmental regulations legally affecting said property and imposed by Harrison County, and/or the United States of America; and any and all laws, ordinances, regulations or governmental restrictions on use of said property.
3. Any and all easements for utility lines and maintenance presently existing in accordance with the laws of the State of Mississippi.
4. Any ways, easements, encroachments, discrepancies in dimensions, or other facts that may be shown by a true, accurate and current survey of said property or by a personal inspection of the premises, and rights, if any, of parties in possession.
5. Any and all prior recorded oil, gas and other mineral rights, reservations, exceptions, royalties, or leases, reserved or excepted in favor of, or granted by prior owners.
6. **The following liens or exceptions require release of the property hereinafter described by the following lienholder(s) at or prior to closing: NONE**

Yours very truly,

DICKINSON, ROS, WOOTEN  
& SAMSON, PLLC



Deborah A. Thompson  
Attorney for Harrison County

DAT/ds

Attachment: Schedule "A"

G:\CASES\30334\Title Op Parcel 9.wpd

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PARCEL #9

IPN-S ASSETS LP  
(0605M-01-001.000)

A right-of-way and perpetual easement for roadway purposes for proposed Local System Bridge Project No. 24(6) on and over the hereinafter described land situated in Harrison County, Mississippi, to-wit:

All that part of the parcel conveyed to IPN-S ASSETS LP, from hereforth referred to as Grantor(s), by Warranty Deed recorded at Page 46 of Deed Book 1407 of the Deed of Records of the First Judicial District of Harrison County, Mississippi, which lies Westerly of the hereinafter described new Easterly right-of-way for Local System Bridge Project No. LSBP 24(6):

Description of New Easterly Right-of-Way for Local System Bridge Project No. LSBP 24(6):

Beginning at a point on the existing right-of-way of Shaw Road at Station 9+50, 35 feet right from the proposed centerline of Local System Bridge Project No. LSBP 24(6); thence North  $86^{\circ}45'08''$  East a distance of 15 feet to Station 9+50, 50 feet right from said proposed centerline; thence Northerly and at a distance of 50 feet from said proposed centerline a distance of 300 feet to Station 12+50, 50 feet right; thence North  $86^{\circ}45'08''$  East a distance of 30 feet to Station 12+50, 80 feet right from said proposed centerline; thence Northerly and at a distance of 80 feet from said proposed centerline a distance of 128.35 feet to Station 13+78.35, 80 feet right; thence along a curve to the left having a radius of 1,034.93 feet, a Delta angle of  $35^{\circ}54'06''$ , and an arc length of 648.49 feet to Station 19+76.72, 80 feet right; thence South  $50^{\circ}51'02''$  West a distance of 20 feet to Station 19+76.72, 60 feet right; thence Northwesterly and at a distance of 60 feet from said proposed centerline a distance of 387.21 feet to Station 23+63.93, 60 feet right; thence South  $50^{\circ}51'02''$  West a distance of 25 feet to Station 23+63.93, 35 feet right and the said existing right-of-way of Shaw Road.

Description of Proposed Centerline for Local System Bridge Project No. LSBP 24(6):

Commencing at the Northwest corner of Section 11, Township 6 South, Range 12 West, Harrison County, Mississippi; thence North  $82^{\circ}56'35''$  East a distance of 228.40 feet to the Point of Beginning, said point being Station 24+15, said station being the End of Project, on the centerline of Local System Bridge Project No. LSBP 24(6); thence along said centerline along a tangential curve to the left having a Delta angle  $05^{\circ}51'09''$ , a radius of 500 feet, and an arc length of 51.07 feet to a point that is South  $36^{\circ}13'24''$  East a distance of 51.05 feet from the last described point, said point being Station 23+63.93; thence South  $39^{\circ}08'58''$  East along said centerline a distance of 387.21 feet to a point, said point being Station 19+76.72; thence continue along a tangential curve to the right having a delta angle of  $35^{\circ}54'06''$ , a radius of 954.93 feet, and an arc length of 598.36 feet to a point, said point being Station 13+78.36; thence South  $09^{\circ}13'23''$  East along said centerline a distance of 528.36 feet and there terminating. Said point of termination is Station 8+50 on the centerline of said Local System Bridge Project No. LSBP 24(6).

Said right-of-way easement is adjacent to the existing right-of-way of Shaw Road and contains 14,959 square feet or 0.34 acres more or less.

Also the following described temporary construction easement:

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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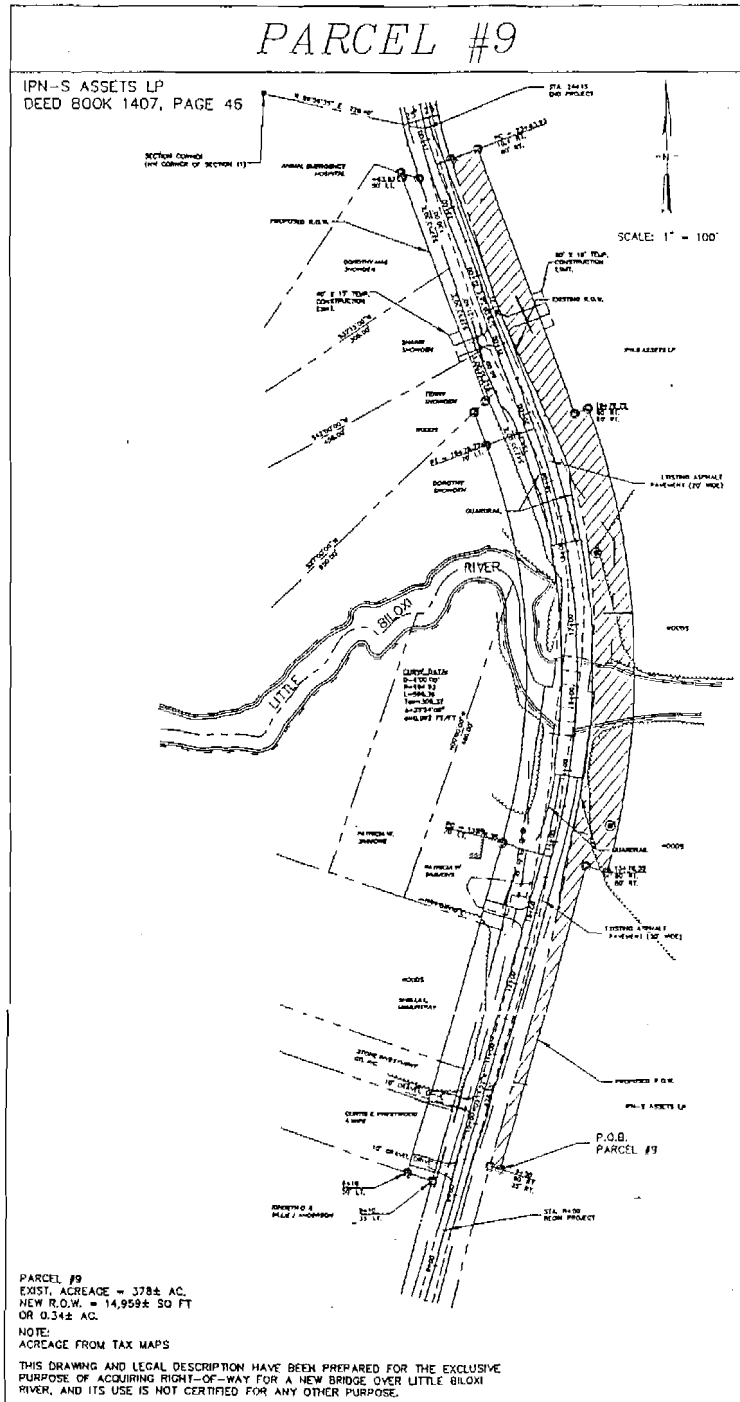
A 15.0 foot wide strip East of and adjacent to the above described right-of-way from Station 21+00 to Station 21+50.

The above described construction easement contains 750.0 square feet or 0.017 acres, more or less.

# 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 <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

**ORDER DESIGNATING THE PURCHASE CLERK, A  
 REPRESENTATIVE OF THE CHANCERY CLERK'S OFFICE AND  
 ANY DEPARTMENT HEAD, AS NEEDED, AS  
 REPRESENTATIVES OF THE BOARD OF SUPERVISORS TO  
 RECEIVE BIDS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DESIGNATE the Purchase Clerk, a representative of the Chancery Clerk's office and any department head, as needed, as representatives of the Board of Supervisors to receive bids on January 5, 2001, 10:30 a.m., for purchase of miscellaneous kitchen equipment for use at the Adult Detention/Correctional facilities.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*



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

**ORDER APPROVING TRAVEL, AS LISTED**

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

a) Beth Case and Cindy Alexander, Youth Court, to attend the 28th National Conference on Juvenile Justice in Reno, Nevada, March 18-21, 2001, at an estimated cost for both in the amount of \$1,772.00.

b) Judge Melvin Ray to attend the Mississippi Justice Court Judges Association board meeting, January 9, 2001 in Jackson, Mississippi, at an estimated cost of \$75.00.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

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

**ORDER AUTHORIZING PAYMENT OF FUNERAL EXPENSES FOR  
 PAUPERS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY AUTHORIZE payment of funeral  
 expenses for paupers, as listed: \$500.00 to Bradford O'Keefe Funeral Home  
 for cremation of George Stille.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

**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 three street lights, as listed, whereupon Supervisor **MARLIN R. LADNER** moved adoption of the following Order:

**ORDER AUTHORIZING AND DIRECTING INSTALLATION OF  
STREET LIGHTS, AS LISTED**

WHEREAS, the Board of Supervisors of Harrison County, Mississippi hereby finds that the Board shall authorize and direct installation of street lights, as follows:

- a) Intersection of Jeremy and Mark West Roads, Supervisor's Voting District 2;
  - b) Intersection of Frontier and Papoose Roads, Supervisor's Voting District 2;
  - c) 27318 West Dubuison, Supervisor's Voting District 3,
- all being in Harrison County, Mississippi.

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.

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

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

**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 2<sup>nd</sup> day of January 2001.

\* \* \*

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

**ORDER AUTHORIZING APPROPRIATION TO THE CITY OF  
 GULFPORT FOR 16TH AVENUE PROJECT IN THE AMOUNT OF  
 \$2,359.00, PAYABLE FROM ESCROW FUND**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY AUTHORIZE appropriation to the city  
 of Gulfport for 16th Avenue Project in the amount of \$2,359.00, payable from  
 Escrow Fund.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

**ORDER APPROVING PAYROLL FOR THE MONTH OF JANUARY  
2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE payroll for the month of  
January 2001.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

**ORDER AUTHORIZING ADVERTISEMENT FOR BIDS FOR  
BLEACHER COVERS AT THE AMOS CROUCH-HANNA KNOX  
BALLFIELDS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for bids  
for bleacher covers at the Amos Crouch-Hanna Knox Ballfields.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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---

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

**ORDER RESCINDING ORDER DATED NOVEMBER 6, 2000 AND  
RECORDED IN MINUTE BOOK 343, PAGE 423, FOR PURCHASE  
OF A MULTIMEDIA PROJECTOR IN THE AMOUNT OF  
\$4,221.00 FROM PARTNERSHIP FOR A HEALTHY HARRISON  
COUNTY, PAYABLE FROM 025-289-933, DUE TO THE  
COMPANY BEING UNABLE TO FURNISH PROJECTOR.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY RESCIND order dated November 6,  
2000 and recorded in Minute Book 343, Page 423, for purchase of a  
multimedia projector in the amount of \$4,221.00 from Partnership for a  
Healthy Harrison County, payable from 025-289-933, due to the company  
being unable to furnish projector.

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

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

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

THIS the 2nd day of January 2001.

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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 APPROVING PURCHASE OF MULTIMEDIA PROJECTOR  
 FROM THE LOW QUOTE SUBMITTED BY MISSCO TECHNICAL  
 SYSTEMS IN THE AMOUNT OF \$4,400.00 FOR THE SHERIFF'S  
 DEPARTMENT PARTNERSHIP FOR A HEALTHY HARRISON  
 COUNTY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY APPROVE purchase of multimedia  
 projector from the low quote submitted by Missco Technical Systems in the  
 amount of \$4,400.00 for the Sheriff's Department Partnership for a Healthy  
 Harrison County, payable from 025-289-933, said quotes being as follows:

***QUOTATION***

***MISSCO TECHNICAL SYSTEMS***

*A DIVISION OF*

*MISSCO CORPORATION*

*P O Box 5349*

*Jackson, MS 392963*

*Phone: 601-987-8600*

*Toll-Free: 800-647-5333*

*Fax: 601-987-3038*

*Visit us at: [www.missco.com](http://www.missco.com)*

*Barry Gordon - Systems Manager ([bgordon@missco.com](mailto:bgordon@missco.com))*

*Darren Gordon - Sales Consultant ([dgordon@missco.com](mailto:dgordon@missco.com))*

*To: Harrison Co. Sherriff's Office  
 Jimmy Johnson*

*Date: 12-7-00*

*Phone:*

*Fax:*

*Signature: Barry Gordon  
 Quote will be valid for 60 days.*

Item	Qty	Description	Unit Price	Total
1	1	Eiki LC-XNB2UW: Data/Video Projector	4400.00	\$4,400.00

*Please feel free to give me a call regarding this quotation or any A/V or Multimedia Equipment.  
 We appreciate the opportunity to submit this quotation and sincerely hope we may be of service to you.*

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

10/02/00 15:41 FAX 6015399840

T&amp;T Data Svcs

01

## T&T Data Services, Inc.

18538 Confederate Road  
 Saucier, Ms 39574  
 (228)-831-0043  
 Fax (228-539-9840)

October 2, 2000

\*\*\* Quote \*\*\*

For: Jimmy Johnson

Partnership for Healthy  
 Harrison County Sheriff's Dept.  
 P.O Drawer CC  
 Gulfport, MS. 39502

By: Terri Moore  
 T&T Data Services, Inc.  
 18538 Confederate Rd.  
 Saucier, MS. 39574

Item	Quantity	Description	Price
1	1	Canon LV7320 Multimedia Projector, 1250 Lumen, XGA, 1024 by 768, Poly- silicon TFT LCD X 3, Laser Pointer, 1W Monaural Speaker, Remote Control, Keysytone Correction, AC adapter, 90 day warranty on lamp, carrying case on wheels	\$ 4,925.00

Three years manufacturer's warranty

\*\*\* The above price(s) include shipping \*\*\*

\*\* Subject to availability\*\*

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

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

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

**ORDER AUTHORIZING BOARD PRESIDENT TO EXECUTE  
 LETTER IN SUPPORT OF THE PROPOSED PROJECT WITH  
 MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY AUTHORIZE Board President to  
 execute letter in support of the proposed project with Mississippi Regional  
 Housing Authority VIII, said letter being as follows:

ROY NECAISE  
*Executive Director*

JOHNNIE TATE  
*Director of Section 8*

PETE CAPUANO  
*Director of Conventional Housing*

JOE NOULLET  
*Human Resources Department*



SHEILA HOSLI  
*Director of Accounting*

JIMMY ROBERDS  
*Superintendent of Maintenance*

AL WICKTOM  
*Director of Purchasing*

PARHAM BRIDGES  
*Director of Investigations*

Mr. Larry Benefield  
 President  
 Harrison County Board of Supervisors  
 P.O. Drawer CC  
 Gulfport, Ms 39502

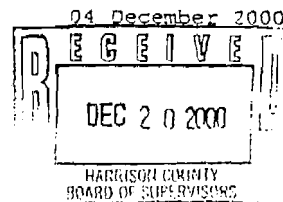
Dear Mr. Benefield:

The Mississippi Regional Housing Authority No. VIII has included in its Annual Plan for the year 2001 a proposal to demolish the two-story row type apartment buildings in W. M. Ladnier Homes complex, Gulfport, Mississippi at the following locations:

18042 30<sup>th</sup> Street; 18045 30<sup>th</sup> Street; 18054 30<sup>th</sup> Street; 18055 30<sup>th</sup> Street; and 18066 30<sup>th</sup> Street

The reasons we propose to tear down these buildings are as follows:

1. To reduce density in W.M. Ladnier Homes. By reducing the number of units, there will be fewer problems with overcrowding, loitering, drug and gang activity and heavy traffic. This action will also help to assure long term viability of the remaining portion of the project.
2. Applications for housing have greatly decreased. We really don't have a need for these units any longer because they are very difficult to rent and are undesirable for prospective renters due to the two-level structure (upstairs and downstairs).
3. Costly to maintain. Because of their age and type of construction (two-story); modernization costs, specifically installation of central heat and air conditioning, is cost prohibitive.
4. Replacement units. Once demolished we will replace these units with modern ground floor duplex homes that will give residents more room and are easier to rent and to maintain.



cc: All Supervisors  
 Pam

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

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No one will be displaced! All residents of the affected apartments will be transferred to other vacancies within the same project or will have the option to move to other Housing Authority properties, or will have the option for Section 8 vouchers. The Housing Authority will pay for all reasonable transfer charges.

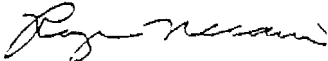
As part of the Demolition Application process we are required by the Public Housing Reform Act of 1998 (PL 105-276) to notify and consult with the residents of the proposed demolition site and the Resident Council Advisory Board for Mississippi Regional Housing Authority No. VIII to explain proposed actions and to solicit comments. This process has already taken place and comments received thus far are quite favorable for the demolition plan.

In addition to resident consultation we are also required to consult with our local government officials soliciting comments or issues regarding the proposed demolition. Your cooperation in providing us a letter signed and dated, indicating that you have received notification of our proposed demolition application will be greatly appreciated. Your letter, along with any comments or issues, will be included in the demolition application package.

Thank you for your valuable time and assistance.

Sincerely,

MISSISSIPPI REGIONAL HOUSING AUTHORITY NO. VIII



ROY E. NECHAISE  
 Executive Director

Atch: W.M. Ladnier Homes Location Map

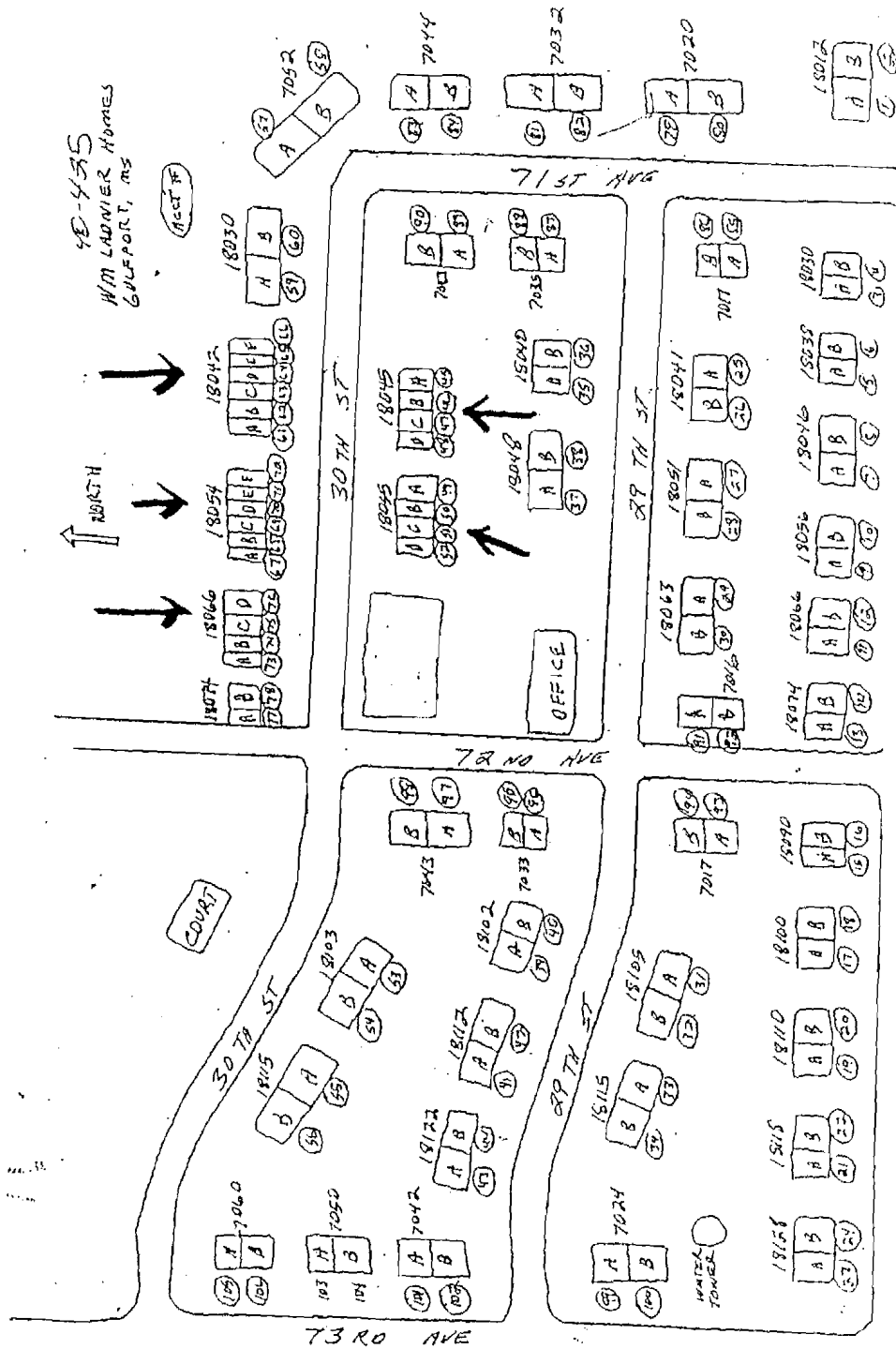
The Harrison County Board of Supervisors is in receipt of the above demolition notification and is hereby in full support of this demolition application.

\_\_\_\_\_  
 Larry Benefield  
 Harrison County Board President

\_\_\_\_\_  
 Date

# MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JANUARY 2001 TERM



40-425  
W.M. LADNER HOMES  
GULFPORT, MS  
ACCT #

40-425

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

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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 <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*



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

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

**ORDER APPROVING PAYMENT TO COAST TRANSIT  
 AUTHORITY FOR PURCHASE OF A 2000 BLUE BIRD BUS IN  
 THE AMOUNT OF \$99,623.37**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY APPROVE payment to Coast Transit  
 Authority for purchase of a 2000 Blue Bird Bus in the amount of \$99,623.37,  
 payable from account 303-701-930.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

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

**ORDER REAPPOINTING GORDON D. BURTON TO THE  
HARRISON COUNTY LIBRARY BOARD OF TRUSTEES,  
REPRESENTING PASS CHRISTIAN, FOR A TERM ENDING  
AUGUST 8, 2004**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REAPPOINT Gordon D. Burton, whose term expired August 8, 1999 and who has continued to serve at the pleasure of the Board, to the Harrison County Library Board of Trustees, representing Pass Christian, for a term ending August 8, 2004.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 2<sup>nd</sup> day of January 2001.

\* \* \*

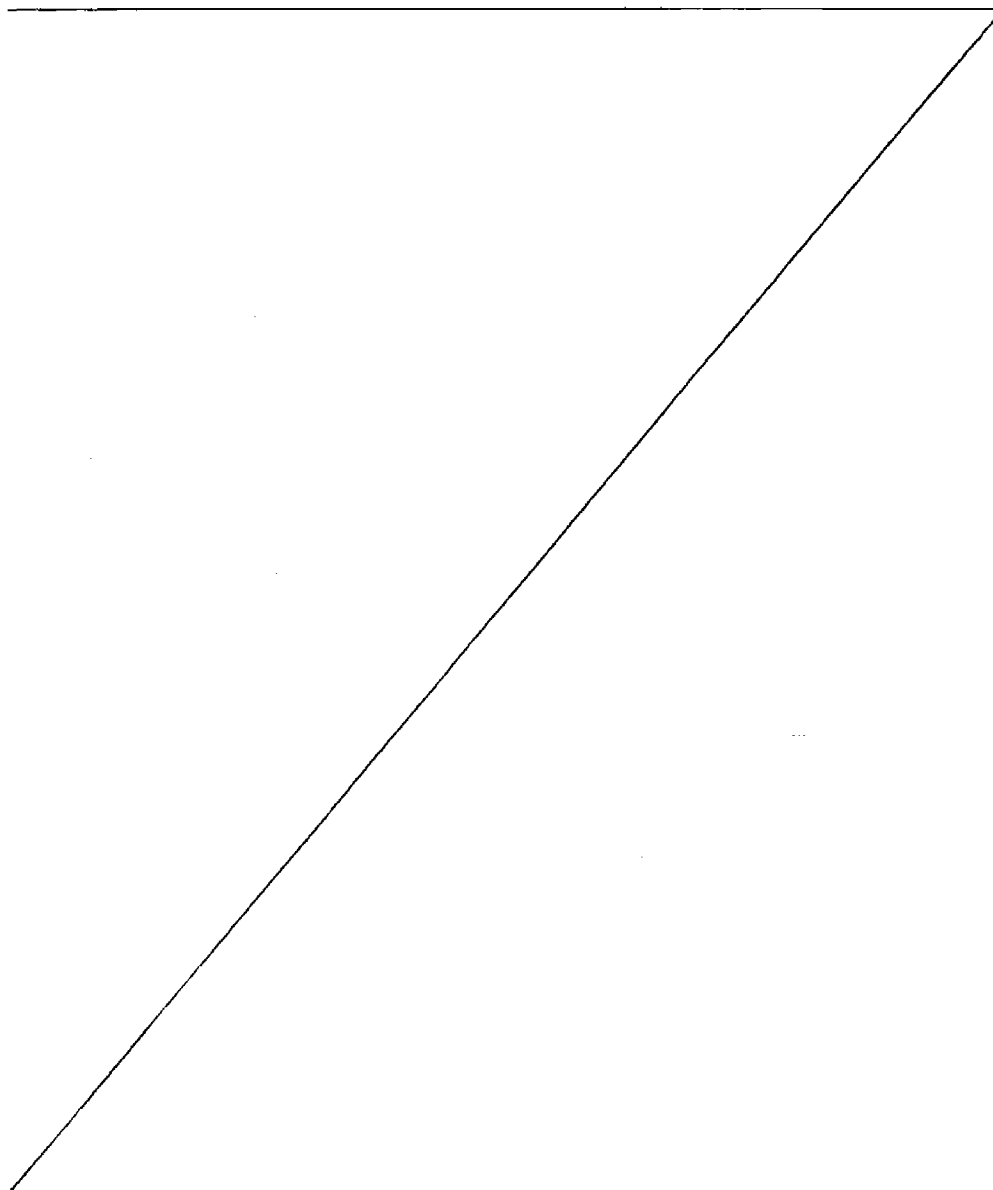
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JANUARY 2001 TERM**

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

**ORDER APPROVING WEB HOSTING CONTRACT WITH DELTA  
COMPUTER SYSTEMS, INC. IN THE AMOUNT OF \$1,000.00  
PER MONTH, AS PER BID ACCEPTED DECEMBER 11, 2000,  
AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE  
CONTRACT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE Web hosting contract with  
Delta Computer Systems, Inc. in the amount of \$1,000.00 per month, as per  
bid accepted December 11, 2000, and authorizing the Board President to  
execute the contract, same being as follows:



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**WEB SITE DEVELOPMENT WORK ORDER**  
**NUMBER 1**

Harrison County, Mississippi

This Work Order shall be governed by the terms and conditions of a certain Web Site Development Agreement by and between the parties.

Capitalized terms used in this Work Order and not otherwise defined shall have the same meaning as set forth in the body of the Web Site Development Agreement.

A. **WEB SITE DEVELOPMENT SERVICES**

1. General Specifications for Web Site Development.

1.1 Supported Web Browsers: the completed Web Site shall be compatible with and fully support (i) Netscape Communicator, version 4.0 and higher, and (ii) Microsoft Internet Explorer, version 4.0 and higher.

1.2 Web Server Platform (operating system) specification: IBM AS-400.

1.3 Web Server Tools specifications: DreamWeaver

2. Development Process; Description of Deliverables. Delta shall develop the Deliverable(s) in accordance with the detailed descriptions which are attached to this Work Order.

3. Delivery And Payment Schedule For Fixed Price Billing.

3.1 Schedule. Delta shall deliver the Deliverable(s) on the estimated dates provided below. Upon delivery of the Deliverable(s), Client shall pay the amount indicated to Delta.

Milestone/Deliverable(s)	Due Date	Payment Obligation
<u>Tax Inquiry</u>	11-1-2000	*per bid
<u>Instrument Inquiry</u>	11-1-2000	*per bid

3.2 Reimbursable Expenses. Provided that Client gives its prior written consent for specific types of expenses and related terms and conditions, Client shall reimburse Delta for all actual and reasonable expenses required for the rendering of Services hereunder. Such expenses are not included in any monetary limits stated in the Work Order unless expressly itemized.

4. General Payment Terms.

4.1 Taxes. The charges do not include taxes or duties. If Delta is required to pay or collect any federal, state, local, value added, goods and services, or any other similar taxes or duties based on Services provided under this Agreement, then such taxes and/or duties shall be billed to and paid by Client; this shall not apply to taxes based on Delta's income.

4.2 No Deduction or Offset. Invoices shall be paid in full without deduction or offset of any kind.

4.3 Late Fees. Any payment due hereunder which is not received by Delta within forty-five (45) days of its respective due date will bear a service charge of one and one-half (1 1/2%) percent per month, or the maximum charge permitted by law, whichever is less.

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**B. TERM OF WORK ORDER**

The term of this Work Order shall commence immediately upon the date of execution by the parties, and shall continue for a period of one (1) year, after which the term of this Work Order shall continue from month-to-month unless sooner terminated by either party under the Agreement.

**C. ADDITIONAL SERVICES FOR COMPLETED WEB SITE**

1. **Maintenance And Support Services.** Delta shall provide maintenance and support Services which shall include updating the Completed Web Site with new and/or additional content provided by Client, continuing to test and build links to other Web Sites as provided by Client, and providing answers to questions regarding the operation of the Completed Web Site to Client's technical support contact person. Delta shall be available to return or answer telephone and e-mail support calls, Monday through Friday, excluding holidays, 8:30 am to 5:00 pm Central Time. Fees for maintenance and support services are charged monthly at \$\_\_\_\_, payable in advance. These fees are subject to increase from time to time by notice to Client. Fees for upgrades and updates for the Web Server Platform and Web Server Tools are covered in the fees for maintenance and support.

2. **Consulting Services.** Delta shall provide to Client consulting Services as requested by Client in writing, including without limitation, services regarding assistance with the transfer of the Completed Web Site. Consulting Services shall be performed only after mutual agreement as to the scope of Services and an estimate of the time and expenses required. Consulting Services, including services for transfer of the Completed Web Site shall be charged at the hourly rate of \$75.00.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

**CLIENT:**

**DELTA COMPUTER SYSTEMS, INC.**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

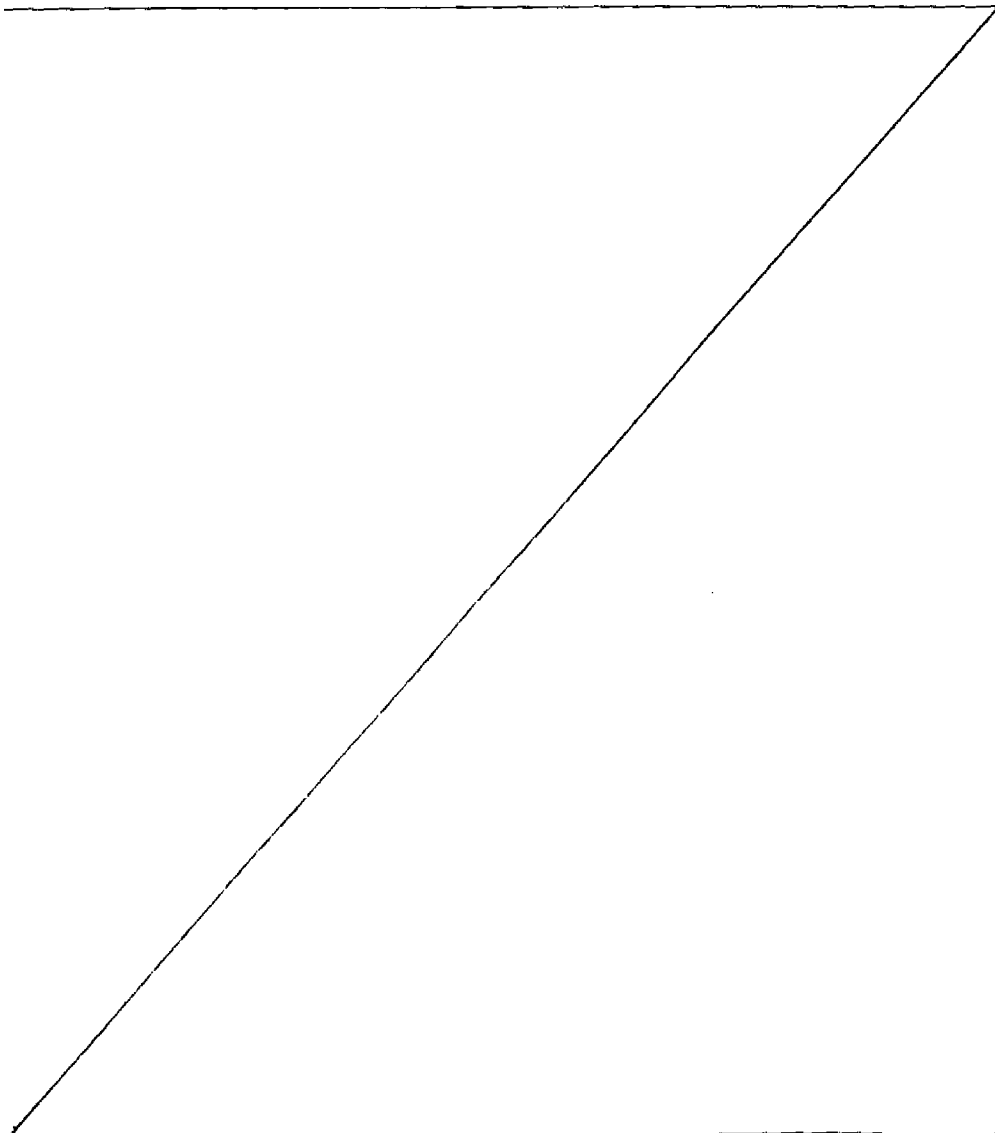
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING SALES AGREEMENT WITH  
COMMUNICATIONS RESOURCE CORPORATION AS PER BID  
ACCEPTED DECEMBER 11, 2000, IN CONJUNCTION WITH THE  
COMPUTER SYSTEM UPGRADE, AND AUTHORIZING THE  
BOARD PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE sales agreement with  
Communications Resource Corporation as per bid accepted December 11,  
2000, in conjunction with the computer system upgrade.

The Board further HEREBY AUTHORIZES the Board President to execute  
said sales agreement, same being as follows:



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**SALES AGREEMENT**

This Sales Agreement is made between **Communications Resource Corporation** with its principal office at 522 Pass Road, Gulfport, MS 39507-2905 (Hereinafter referred to as CRC) and the **County of Harrison** with its principal office at 1801 23<sup>rd</sup> Ave., Gulfport, MS, 39501 (hereinafter referred to as Customer).

In consideration of the mutual agreements herein contained, CRC agrees to sell to Customer and Customer agrees to purchase from CRC, communications equipment, materials, and or labor in accordance with the following terms and conditions:

CRC shall furnish all the necessary cable, wire, hardware, labor and other items as set forth in the Quotation for the installation of this system or service. Customer agrees to obtain consent from his Landlord, the Building Owner, or mortgagor of other third parties having an interest in the installation site to install the equipment and to assist CRC in obtaining any other necessary approvals and permits. CRC shall perform the installation in a workman like manner, but shall not be responsible for damages to the premises not resulting from CRC's negligence.

**COVERAGE** CRC will sell and provide the equipment set forth in the Quotation attached hereto and made a part hereof (hereinafter called the Equipment).

**CONTRACT PERIOD** This contract will become effective when signed by Customer and by an authorized employee of CRC.

**TITLE AND RISK OF LOSS** Title to the equipment and risk of loss to the product shall pass to Customer on the date of delivery to Customer or upon completion of installation for products installed by CRC.

**INSTALLATION** CRC, if Customer so elects, will install the products for which installation charges are set forth on the Quotation. Customer agrees to pay any installation charges set forth on the Quotation and further agrees to provide the proper environment and electrical and telecommunications connections as specified in advance by CRC.

**TAXES** Customer agrees to pay taxes, however designated, imposed on, or based upon the provision, sale, license, or use of the products provided.

**SECURITY INTEREST** CRC or its assign shall have a purchase money security interest in the products until all charges, including installation charges, if any, are paid in full.

**EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITIES** (A) Customer's sole remedies against CRC for loss or damage caused by any product defect or failure, or arising from the performance or nonperformance of the form of action, whether in contract, tort including negligence, strict liability or otherwise, shall be Customer's right to receive repair, replacement or refund. If installation by CRC is delayed by sixty (60) days or more by causes not attributable to Customer, the sole remedy of Customer shall be the right to cancel the order without payment of any cancellation charges. These remedies shall be exclusive of all other remedies against CRC and its affiliates or suppliers of the foregoing, except for Customer's right to claim damages for bodily injury to any person. (B) Notwithstanding any other provision of this contract, neither CRC nor its affiliates, or suppliers of the foregoing shall be liable for any indirect, incidental, or consequential damages (including lost profits) sustained or incurred in connection with the performance or nonperformance of work under this contract or the use or operation of the products or services provided or sold hereunder. (C) Neither CRC nor its affiliates, or suppliers shall be liable in any way for delays, failure in performance loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, volcanic action, flood, war, water, the elements, labor disputes, civil disturbances, government requirements, civil or military authority, acts of God, public enemy, inability to secure raw materials, inability to secure fuel, inability to secure products, transportation facilities, acts or omissions of carriers, or other causes beyond its reasonable control. (D) Any legal action arising from or in connection with any product defect or any partial or total failure in any product or service provided to Customer installed by CRC, must be brought within two (2) years after the cause of action arises.



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SALES AGREEMENT

**TERMINATION AND CANCELLATION** (A) If a purchase contract is canceled in whole or in part prior to the date of delivery of the product to Customer, a cancellation charge equal to 10% of the purchase price of the canceled product(s) shall apply, plus any shipping charges incurred by CRC. (B) Customer may terminate or cancel, subject to accrued charges but without liability for termination charges, if CRC fails to perform any term of condition of this contract and such failure shall continue unremedied for thirty (30) days after CRC's receipt of notice thereof. Customer shall be in default of this contract and CRC may terminate if Customer fails to pay any charge when due or fails to perform or observe any term of condition of this contract, if such failure shall continue unremedied for thirty (30) days after receipt of written notice thereof from CRC. In the event of such termination by CRC applicable termination charges shall apply.

**ASSIGNMENT** Neither party may assign this contract without the written consent of the other which consent shall not be unreasonably withheld, except that CRC may assign this contract to an affiliate or assign its rights to receive payment hereunder.

**SUBCONTRACTING** CRC may subcontract any or all of the work to be performed by it under the terms and conditions of the contract.

**INTERCONNECTION WITH UTILITY FACILITIES** CRC's services shall be limited to the installation of the equipment on the subscriber side of the interface equipment connecting the equipment to the telephone system operated by the local telephone utility. CRC shall not be responsible in the event the utility fails to timely make available interconnect services nor shall CRC be obligated to pay the interconnect tariff or other charges of the utility with respect to such services.

**CUSTOMERS RESPONSIBILITIES** The Customer shall at its expense, on the date of the delivery of the equipment to Customer's premises, and at all times thereafter during the period of installation services hereunder:

Allow employees or agents of CRC free access to premises and facilities where equipment is to be installed at all hours consistent with the requirements of the installation. Assure that the premises will meet all temperature, humidity controlled, air-conditioned, an other environmental requirements set forth in the applicable equipment specifications, and will be dry and free from dust and in such condition as not to be injurious to the employees or agents of CRC or the equipment to be installed. Provide necessary openings and ducts for cable and conductors in floors and walls. Provide electric current for any necessary purpose with suitable terminals in rooms where it is required. Provide installed metallic grounds as required. Provide for the termination of any existing service agreement with the local telephone utility and for the removal of any existing equipment and cable, as required. Provide suitable and easily accessible floor space to permit storing adjacent to where equipment will be used, and for secure storage of tools, test sets, lockers and employee's personal effects.

**DEFAULT** If any of Customer's obligations to CRC shall not be paid promptly when due, or if Customer breaches any other provision hereof, Customer shall be in default hereunder and all unpaid amounts shall, at CRC's option, become immediately due and payable. Upon Customer's default, CRC shall have all the right and remedies under Mississippi law including the right to any delinquent payments for which Customer agrees to remain liable. No remedy of CRC hereunder shall be exclusive of any other remedy herein or provided by law, but such remedies shall be cumulative and in addition to every other remedy.

**ATTORNEY'S FEES** If any legal action is necessary to enforce the terms of this agreement, or if it is necessary to employ the services of an attorney or collection agent to enforce the terms of this agreement, CRC shall be entitled to recover reasonable attorney's fees and court cost in addition to any other relief to which it may be entitled, including collection agency fees.

**APPROVALS** Customer shall be responsible for the timely and proper securing of all permits, licenses, consents and approvals in connection with the sale and installation of the equipment provided, however, if Customer request that CRC obtain such Approvals on Customer's behalf, CRC shall use reasonable efforts to obtain Approvals without obligation or liability in the event CRC is unable to do so.

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

SALES AGREEMENT

**WARRANTY** Subject to the provisions of this paragraph and CRC's warranty policy, CRC warrants for a period of one year from the installation completion date, that as of the installation completion date the installation work will be free from defects in workmanship. If any defects covered by this Warranty appear within the above stated one year period CRC shall have the option of repairing or replacing at its expense. Such repair or replacement shall be Customer's exclusive remedy for breach of warranty or for negligence.

CRC will not be obligated to repair or replace any item of equipment which has been repaired by others, abused or improperly handled, stored, altered or used with third party material or equipment which material or equipment is defective or of poor quality, and CRC shall not be obligated to repair or replace equipment which has not been installed by CRC.

Whether the material is purchased or leased, CRC shall not be liable for any special or consequential damages or for loss, damage or expense directly or indirectly arising from use of the material sold or leased hereunder or arising from customer's inability to use the material either separately or in combination with any other material or equipment or from any cause.

The warranty stated above shall be in lieu of and excludes all other express or implied warranties of merchantability, fitness, or otherwise.

**GENERAL** (A) Any supplement to or modification or waiver of any provision of this contract must be in writing and signed by authorized representative of both parties. (B) If any term or provision of this contract shall be held invalid or unenforceable, the remainder of this contract shall not be effected thereby. (C) This contract shall be construed in accordance with and governed by the laws of the State of Mississippi. (D) This is the entire agreement between the parties with respect to the products and services hereunder and supersedes all prior agreements, proposals or understandings whether written or oral.

**PAYMENT TERMS** The Customer will pay CRC the purchase price as follows:

\* Full Payment due upon completion with assigned Purchase Order.

CRC retains the right to reclaim and remove any material and equipment installed if payment is not received as set forth in this agreement.

Customer:

Communications Resource Corporation:

\_\_\_\_\_

*[Signature]*

DATE

DATE

12-21-00

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

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

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

**ORDER ACCEPTING THE LOW BID OF GULF COAST  
CONTRACTORS IN THE AMOUNT OF \$771,239.00 FOR  
SECURITY FENCING AT THE HARRISON COUNTY ADULT  
DETENTION FACILITY, AS RECOMMENDED BY SHAW DESIGN  
GROUP, P.A., AND AUTHORIZING THE BOARD PRESIDENT TO  
EXECUTE THE CONTRACT**

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

1. That this Board, at a meeting heretofore held on the 14<sup>th</sup> day of November 2000, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for Renovations to the Harrison County Detention Facility Security Fencing, 10451 Larkin Smith Drive, Gulfport, Mississippi.

2. That as directed in the aforesaid Order, said Advertisement for Bids was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one year next immediately preceding the date of said Order directing publication of said Advertisement, and that the Publisher's Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Advertisement was published on November 21 and 28, 2000.

3. That publication of said advertisement was made once each week for two consecutive weeks, the last of which was at least seven working days prior to December 21, 2000, the day fixed for receiving said bids in the Order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

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

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

- Vol. 117 No., 52 dated 21 day of Nov, 20 00
Vol. 117 No., 59 dated 28 day of Nov, 20 00
Vol. No., dated day of , 20
Vol. No., dated day of , 20
Vol. No., dated day of , 20
Vol. No., dated day of , 20
Vol. No., dated day of , 20

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Jani Lively
Clerk

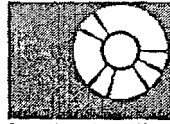
Sworn to and subscribed before me this 29th day of November, A.D., 20 00
VERA ELAINE WILLS
NOTARY PUBLIC
State of Mississippi
My Commission Expires on April 29, 2001

Printer's Fee \$
Furnishing proof of publication \$
TOTAL \$

- 4. That on December 11, 2000 an Order was entered designating representatives from purchasing and the Chancery Clerk's office has the Board's representatives to receive said bids on December 21, 2000.
5. That bids were received at the time and place and in the manner provided in said Advertisement for Bids. The following bids were received:

ADVERTISEMENT FOR BIDS
Sealed Bids will be received no later than 2:00 p.m. on Thursday, December 21, 2000, by the Harrison County Board of Supervisors in the Board Room, 1801 23rd Avenue 49, Gulfport, MS, at which time they will be publicly open and read for:
Renovations to the Harrison County Detention Facility Security Fencing
10451 Larkin Smith Drive Gulfport, MS
Plans and specifications are on file at the Harrison County Board of Supervisors. Copies may be obtained from the Architects, Skaw Design Group, P.A., 2503 13th Street, Gulfport, MS 39501
Cash deposit of One Hundred Dollars (\$100.00). Deposit is refundable.
For actual bidders provided plans and specifications are returned in good condition within ten days after Bid Opening Date.
Bids shall be accompanied by a Bid Bond or Certified Check for Five percent (5%) of the Base Bid.
The successful bidder shall be required to furnish a Performance Bond for 100% of all labor and materials in the project.
The project will be awarded to the lowest acceptable Bidder. However, the Owner reserves the right to accept or reject any or all bids or to waive any informality.
Signed: Brandi Sinopoli
Deputy Clerk
B-5, adv. 21, 2 Tue
253591

TABULATION OF BIDS



S H A W  
DESIGN GROUP, P.A.  
(228) 864-1202

Commission 2023.1  
Project Name: Renovations to the Harrison County Detention Facility  
Security Fencing  
Client: Harrison County Board of Supervisors

Bid Advertisement: November 21, 2000  
November 28, 2000

Bid Date: 12/21/2000  
Time: 2:00 p.m.  
Location: 1801 23<sup>rd</sup> Avenue  
Gulfport, MS

Bidders Name	Addendum	Cert of Resp. No.	Bid Bond 5%	Bid Item 1	Calendar Days
1. Sullivan Enterprises	<input type="checkbox"/> Addn 1 <input type="checkbox"/> Addn 2 <input type="checkbox"/> Addn 3			\$ NO BID	
2. Crowley Company	<input type="checkbox"/> Addn 1 <input type="checkbox"/> Addn 2 <input type="checkbox"/> Addn 3			\$ NO BID	
3. KEL Construction	<input checked="" type="checkbox"/> Addn 1 <input checked="" type="checkbox"/> Addn 2 <input checked="" type="checkbox"/> Addn 3	09741	Wassau Ins. Co. 5%	\$ 964,793.00	210
4. J. O. Collins	<input checked="" type="checkbox"/> Addn 1 <input checked="" type="checkbox"/> Addn 2 <input checked="" type="checkbox"/> Addn 3	01249	U.S.F. & G - Baltimore 5%	\$ 785,000.00	200
5. Gulf Coast Contractors	<input checked="" type="checkbox"/> Addn 1 <input checked="" type="checkbox"/> Addn 2 <input checked="" type="checkbox"/> Addn 3	05862	Ohio Casualty 5%	\$ 771,239.00	270
6. Griggs Construction	<input type="checkbox"/> Addn 1 <input type="checkbox"/> Addn 2 <input type="checkbox"/> Addn 3			\$ NO BID	

I hereby certify that the above is a complete and accurate representation of the bids received on the above referenced project at the above date and time.

Philip W. Shaw, Jr., Architect

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

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

BID FORM

DATE: DECEMBER 21, 2000

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

Ref: Commission 2023.1  
Renovations to the Harrison County Detention Facility  
Security Fencing  
Harrison County Board of Supervisors  
Harrison County, MS

Gentlemen:

I (We) have received the above referenced Contract Documents. I (We) also acknowledge receipt of the following Addenda, Nos. 1, 2, 3 and have included their provisions in my (our) bid. I (We) have examined both the documents and the site.

In submitting this bid I (We) agree:

1. To hold my (our) bid open for a period of 30 days after opening of bids.
2. To enter into and execute a Contract, if awarded on the basis of this bid and to furnish a Performance and labor and Material Bond within 14 days of Owner's notice of intent to enter into a contract.
3. To commence work within 10 days of a "Notice to Proceed" from the Owner.
4. To accomplish the work in accordance with the Contract Documents.

I (We) will furnish plant, labor and materials, and perform all work indicated in the plans and specifications describing work for the Bid Items listed below within the time period indicated below.

BID ITEM 1

I (We) will perform all work indicated on the Drawings and in the Specifications for NINE HUNDRED SIXTY-FOUR for the lump sum Base Bid of:

THOUSAND SEVEN HUNDRED NINETY-THREE AND 00/100\*\*\*\*\* Dollars (\$964,793.00).

I (We) will substantially complete all work embodied in Bid Item 1 of the Contract within 210 calendar days after the date specified to commence work contained in the written notice to proceed.

I (We) certify that I (we) hold Contractor's Certificate of Responsibility No. 09741.

Firm K.E.L. CONSTRUCTION COMPANY, INC.  
 Signature Kenneth E. Ladner  
 MISSISSIPPI  
 Typed Name KENNETH E. LADNER  
 Address 16350 LAINS ROAD, P.O. BOX 870  
SAUCIER, MS 39574

(Seal)

NOTE: If Bidder is a Corporation, write State of Incorporation under signature. If a partnership, give full names of all partners.

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

Any correspondence in relation to this bond should be directed to:  
BOND DEPT  
WAUSAU INSURANCE COMPANIES  
PO BOX 8017  
WAUSAU WI 54402-8017  
1-800-435-4401



Wausau Insurance Companies

Bid or Proposal Bond

KNOW ALL MEN BY THESE PRESENTS:

That We, K.E.L. Construction Company, Inc.

16350 Lains Road, P O Bdx 610, Saucier, MS 39574

(hereinafter called the principal), as principal, and EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation organized and doing business under and by virtue of the laws of the State of Wisconsin, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Mississippi as Surety, are held and firmly bound unto Harrison County Board of Supervisors, Board Room - 1801 - 23rd Avenue, Gulfport, MS 39501

(hereinafter called the Obliges) in the just and full sum of Five Percent (5%) of The Bid Dollars (\$ 5% of Bid) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal for the Renovations of Harrison County

Detention Facility - Security Fencing

Invotafon No. 2023.1

in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 19th

day of December, 2000.

K.E.L. Construction Company, Inc.  
(Principal) (Seal)

By Kenneth E. Ladner  
Kenneth E. Ladner, President

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company  
Surety (Seal)

By Steven E. Lee  
Steven E. Lee (Attorney-in-Fact)



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

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
POWER OF ATTORNEY
(FOR BID BONDS ONLY)

KNOW ALL MEN BY THESE PRESENTS: That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint MARGIE E. HEWITT, STEVEN E. LEE, ROBERT D. PORTWOOD III, MARGARET H. CROSBY RONALD W. MYRICK

its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY AND ALL BID BONDS OR WRITTEN DOCUMENTS INVOLVING BID GUARANTEES OR IN THE NATURE THEREAFTER

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.

This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President - elective or appointive - of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company."

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the vice president and attested by its assistant secretary, and its corporate seal to be hereto affixed this 1ST day of MARCH 1999

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
By Timothy C. Mulloy Vice President

Attest: R. J. Besteman Assistant Secretary

STATE OF WISCONSIN )
COUNTY OF MARATHON ) ss.

On this 1ST day of MARCH 1999, before me personally came Timothy C. Mulloy

to me known, who being by me duly sworn, did depose and say that he is a vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

Patricia A. Herdina Notary Public

Patricia A. Herdina
NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES MAY 19, 2002
CERTIFICATE

STATE OF WISCONSIN )
CITY OF WAUSAU ) ss.
COUNTY OF MARATHON )

I, the undersigned, assistant secretary of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney, WHICH MUST CONTAIN A VALIDATING STATEMENT PRINTED IN THE MARGIN THEREOF IN RED INK, remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 19th day of December 2000.

R. J. Besteman Assistant Secretary

NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, CALL TOLL FREE (800) 826-1661. (IN WISCONSIN, CALL (800) 472-0041)

WARNING THIS IS AN INVALID POWER OF ATTORNEY IF THIS STATEMENT DOES NOT APPEAR IN RED INK.

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

BID FORM

DATE: 12-21-00

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

Ref: Commission 2023.1  
Renovations to the Harrison County Detention Facility  
Security Fencing  
Harrison County Board of Supervisors  
Harrison County, MS

Gentlemen:

I (We) have received the above referenced Contract Documents. I (We) also acknowledge receipt of the following Addenda, Nos. 123 and have included their provisions in my (our) bid. I (We) have examined both the documents and the site.

In submitting this bid I (We) agree:

1. To hold my (our) bid open for a period of 30 days after opening of bids.
2. To enter into and execute a Contract, if awarded on the basis of this bid and to furnish a Performance and labor and Material Bond within 14 days of Owner's notice of intent to enter into a contract.
3. To commence work within 10 days of a "Notice to Proceed" from the Owner.
4. To accomplish the work in accordance with the Contract Documents.

I (We) will furnish plant, labor and materials, and perform all work indicated in the plans and specifications describing work for the Bid Items listed below within the time period indicated below.

**BID ITEM 1**

I (We) will perform all work indicated on the Drawings and in the Specifications for SEVEN HUNDRED for the lump sum Base Bid of:

SEVENTY ONE THOUSAND TWO HUNDRED THIRTY NINE Dollars (\$ 71,239.<sup>00</sup>)

I (We) will substantially complete all work embodied in Bid Item 1 of the Contract within 270 calendar days after the date specified to commence work contained in the written notice to proceed.

I (We) certify that I (we) hold Contractor's Certificate of Responsibility No. \_\_\_\_\_.

(Seal)

Firm GULF COAST CONTRACTORS, INC

Signature [Handwritten Signature]

Typed Name John W. Jones

Address P.O. Box 6837 Biloxi, MS 39532

NOTE: If Bidder is a Corporation, write State of Incorporation under signature. If a partnership, give full names of all partners.

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

Bond No.



**The Ohio Casualty Insurance Company**

136 North Third Street, Hamilton, Ohio 45012

**BID BOND**

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we **Gulf Coast Contractors, Inc.**

as Principal, hereinafter called the Principal, and **THE OHIO CASUALTY INSURANCE COMPANY** of Hamilton, Ohio

a corporation duly organized under the laws of the State of Ohio

as Surety, hereinafter called the Surety, are held and firmly bound unto **Harrison County Board of Supervisors**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount Bid**-----

Dollars (\$

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
**RENOVATIONS TO THE HARRISON COUNTY DETENTION FACILITY - SECURITY FENCING**  
**10451 LARKIN SMITH DRIVE, GULFPORT, MS**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **21<sup>st</sup>** day of **DECEMBER** **2000**

**Gulf Coast Contractors, Inc.**

(Principal)

(Seal)

*[Handwritten Signature]*

(Title)

(Witness)

**THE OHIO CASUALTY INSURANCE COMPANY**

(Surety)

(Seal)

By *[Handwritten Signature]*  
Catherine Fountain (Attorney-in-Fact)  
Mississippi Resident Agent

*[Handwritten Signature]*

(Witness)

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### JANUARY 2001 TERM

#### CERTIFIED COPY OF POWER OF ATTORNEY THE OHIO CASUALTY INSURANCE COMPANY WEST AMERICAN INSURANCE COMPANY

No. 35-302

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, do hereby nominate, constitute and appoint: Troy P. Wagener, Jim E. Brashier, Belinda Tubbs, Catherine Fountain, Robert Allen Brashier or Ann L. Leslie of Biloxi, Mississippi its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance SIX MILLION (\$6,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Hamilton, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has heretunto subscribed his name and affixed the Corporate Seal of each Company this 6th day of November, 2000.



*Sam Lawrence*  
Sam Lawrence, Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this 6th day of November, 2000 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and said, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



*Cheryl S. Gregory*  
Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 6, 2002.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, extracts from which read:

Article VI, Section 7. APPOINTMENT OF ATTORNEYS-IN-FACT, ETC. "The chairman of the board, the president, any vice-president, the secretary or any assistant secretary of each of these Companies shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Companies as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS "The Chairman of the Board, the President, any Vice President, a Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of surety-ship or guarantee, and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the respective directors of the Companies (adopted May 27, 1970-The Ohio Casualty Insurance Company; adopted April 24, 1989-West American Insurance Company):  
"RESOLVED that the signature of any officer of the Company authorized by the By-Laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adapted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

#### CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above Resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.  
IN WITNESS WHEREOF, I have heretunto set my hand and the seals of the Companies this 21st day of December, 2000



*Mark S. Schmidt*  
Assistant Secretary

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

## BID FORM

DATE: DECEMBER 21, 2000

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

Ref: Commission 2023.1  
Renovations to the Harrison County Detention Facility  
Security Fencing  
Harrison County Board of Supervisors  
Harrison County, MS

Gentlemen:

I (We) have received the above referenced Contract Documents. I (We) also acknowledge receipt of the following Addenda, Nos. 3 and have included their provisions in my (our) bid. I (We) have examined both the documents and the site.

In submitting this bid I (We) agree:

1. To hold my (our) bid open for a period of 30 days after opening of bids.
2. To enter into and execute a Contract, if awarded on the basis of this bid and to furnish a Performance and labor and Material Bond within 14 days of Owner's notice of intent to enter into a contract.
3. To commence work within 10 days of a "Notice to Proceed" from the Owner.
4. To accomplish the work in accordance with the Contract Documents.

I (We) will furnish plant, labor and materials, and perform all work indicated in the plans and specifications describing work for the Bid Items listed below within the time period indicated below.

## BID ITEM 1

I (We) will perform all work indicated on the Drawings and in the Specifications for SEVEN HUNDRED for the lump sum Base Bid of:

EIGHTY FIVE THOUSAND +  $\frac{90}{100}$  Dollars (\$785,000).

I (We) will substantially complete all work embodied in Bid Item 1 of the Contract within 200 calendar days after the date specified to commence work contained in the written notice to proceed.

I (We) certify that I (we) hold Contractor's Certificate of Responsibility No. 01249.

Firm J.O. COLLINS CONTRACTOR, INC.Signature Charles F. CollinsTyped Name CHARLES F. COLLINSAddress P.O. BOX 1205, BILOXI, MS 39533

(Seal)

NOTE: If Bidder is a Corporation, write State of Incorporation under signature. If a partnership, give full names of all partners.

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

United States Fidelity and Guaranty Company  
Baltimore, Maryland  
A Stock Company



Bid Bond

Bond Number \_\_\_\_\_

Know All Men By These Presents:

That J.O. COLLINS CONTRACTOR, INC.  
\_\_\_\_\_ of P.O. BOX 1205, BILOXI, MS 39533

\_\_\_\_\_, as Principal, and United States Fidelity and Guaranty  
Company, a Maryland corporation, as Surety, are held and firmly bound unto \_\_\_\_\_

HARRISON COUNTY BOARD OF SUPERVISORS  
as Obligee, in the full and just sum of FIVE PERCENT (5%) OF THE AMOUNT BID \_\_\_\_\_  
\_\_\_\_\_ Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

Whereas the said Principal is herewith submitting its proposal for:  
RENOVATIONS TO THE HARRISON COUNTY DETENTION FACILITY  
HARRISON COUNTY, MS

The Condition Of This Obligation is such that if the aforesaid Principal shall be awarded the contract the said  
Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the  
performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will  
pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the  
Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event  
shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered DECEMBER 21, 2000 \_\_\_\_\_  
(Date)

Kim Collins

J.O. Collins Contractor, Inc. \_\_\_\_\_ (Seal)

Charles Cole \_\_\_\_\_ (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Ann L. Leslie  
Ann L. Leslie \_\_\_\_\_ Attorney-in-fact  
Mississippi Resident Agent

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### JANUARY 2001 TERM

**The St Paul**

#### POWER OF ATTORNEY

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

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

Power of Attorney No. 22236

Certificate No. 596570

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

Jim Eley Brashier, Troy P. Wagener, Belinda Tubbs, Catherine C. Fountain and Ann L. Leslie

Biloxi Mississippi

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 24th day of October, 2000.

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

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



*John F. Phinney*  
JOHN F. PHINNEY, Vice President

*Thomas E. Huibregtse*  
THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland  
City of Baltimore

On this 24th day of October, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.



*Rebecca Easley-Onokala*

REBECCA EASLEY-ONOKALA, Notary Public

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

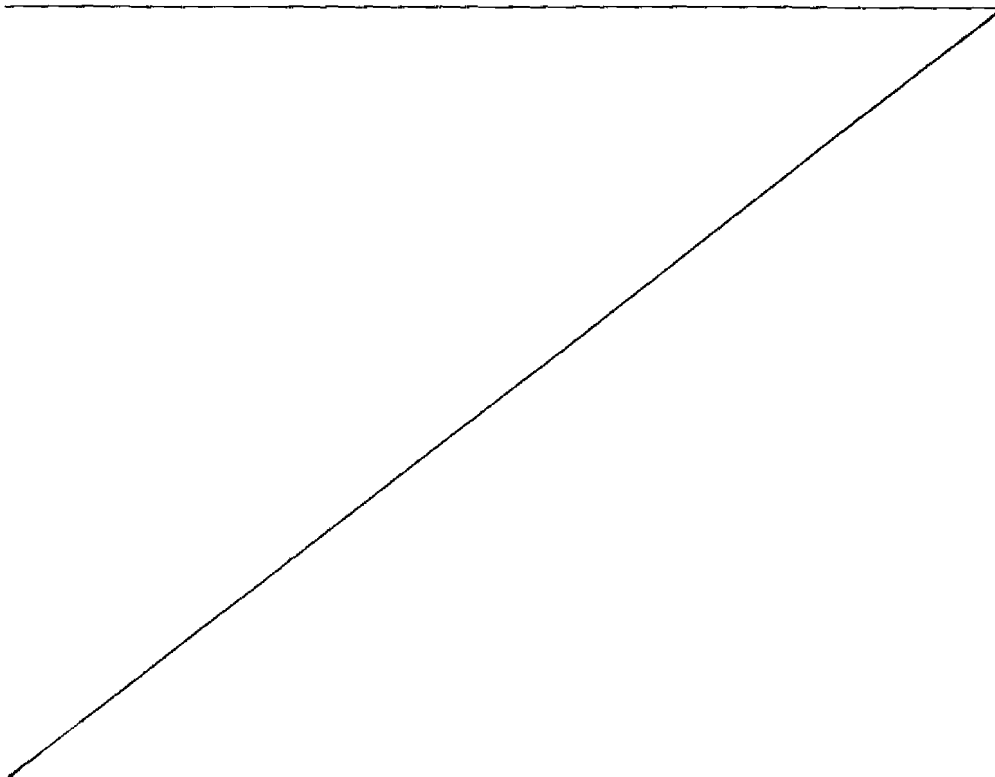
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6. The Board does hereby find, upon the recommendation of Shaw Design Group, P.A., that the bid of Gulf Coast Contractors, in the total amount of SEVEN HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED THIRTY-NINE AND 00/100 DOLLARS (\$771,239.00), is the lowest bid meeting specifications and, therefore, the best received for the Renovations to the Harrison County Detention Facility Security Fencing, 10451 Larkin Smith Drive, Gulfport, Mississippi, and that said bid is reasonable and fair and should be accepted. It is therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of Gulf Coast Contractors be, and the same is HEREBY ACCEPTED for Renovations to the Harrison County Detention Facility Security Fencing, 10451 Larkin Smith Drive, Gulfport, Mississippi, at and for a consideration of SEVEN HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED THIRTY-NINE AND 00/100 DOLLARS (\$771,239.00).

IT IS FURTHER ORDERED that the Board President is HEREBY AUTHORIZED to execute the contract, same being as follows:

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

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



*ce*

*AIA Document A101*

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

*where the basis of payment is a*

**STIPULATED SUM**

**1987 EDITION**

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

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted  
in this document by reference. Do not use with other general conditions unless this document is modified.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

**AGREEMENT**

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

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

and the Contractor: Gulf Coast Contractors, Inc.  
*(Name and address)* P.O. Box 6837  
d'Iberville, MS 39532

The Project is: Commission 2023.1  
*(Name and location)* Renovations to the Harrison County Adult Detention Facility  
Security Fencing  
Harrison County, MS

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

The Owner and Contractor agree as set forth below.

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Commission 2023.1  
 Renovations to the Harrison County Adult Detention Facility  
 Security Fencing  
 Harrison County Board of Supervisors  
 Harrison County, MS

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Commencement date will be fixed by "Official Notice-to-Proceed" issued by Architect.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

Two Hundred Seventy Calendar Days (270)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

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

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**ARTICLE 4**  
**CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Seven Hundred Seventy One Thousand, Two-Hundred Thirty Nine 00/00----- Dollars (\$ 771,239.00 ), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

N/A

4.3 Unit prices, if any, are as follows:

N/A

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### JANUARY 2001 TERM

#### ARTICLE 5

#### PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month ~~XXXX~~  
~~XXXXXX~~

5.3 Provided an Application for Payment is received by the Architect not later than the Twenty Fifth day of a month, the Owner shall make payment to the Contractor not later than the Twentieth (20th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of TEN percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of TEN percent ( 10 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to One Hundred percent ( 100 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Not Applicable

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**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment. ~~SECTION 1000~~

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

None

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

7.3 Other provisions:

None

**ARTICLE 8**  
**TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

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ARTICLE 9

**ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages
November 20, 2000		

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
Commission 2023.1		
Renovations to the Harrison County Adult Detention Facility		
Security Fencing		
Harrison County Board of Supervisors		
Harrison County, MS		

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9.1.5 The Drawings are as follows, and are dated November 20, 2000 unless a different date is shown below:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
T1.0	Title Sheet	November 20, 2000
A1.0	Existing Site Plan	"
A2.0	Proposed Site Plan	"
A3.0	Demolition Plan - Enlarged Vehicular Entry	"
A3.1	Demolition Plan - Enlarged Pedestrian Entry	"
A4.0	Proposed Plan-Enlarged Vehicular Entry	"
A4.1	Proposed Plan-Enlarged Pedestrian Entry	"
A5.0	Fencing and Site Details	"
A5.1	Fencing and Site Details	"
ES1.0	Electrical Plan-Vehicular Entry	"
ES1.1	Electrical Plan-Pedestrian Entry	"

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
1	December 11, 2000	1 page and 1 attachment
2	December 15, 2000	3 pages and 2 attachments
3	December 19, 2000	1 page

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisements or invitation to bid, instructions to bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER Harrison County Board of Supervisors CONTRACTOR Gulf Coast Contractors, Inc.

*(Signature)*

*(Signature)*

Larry Benefield, Jr. Board President

Johnny Jones, President

*(Printed name and title)*

*(Printed name and title)*

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



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

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

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

THIS the 2<sup>nd</sup> day of January 2001.

\* \* \*

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

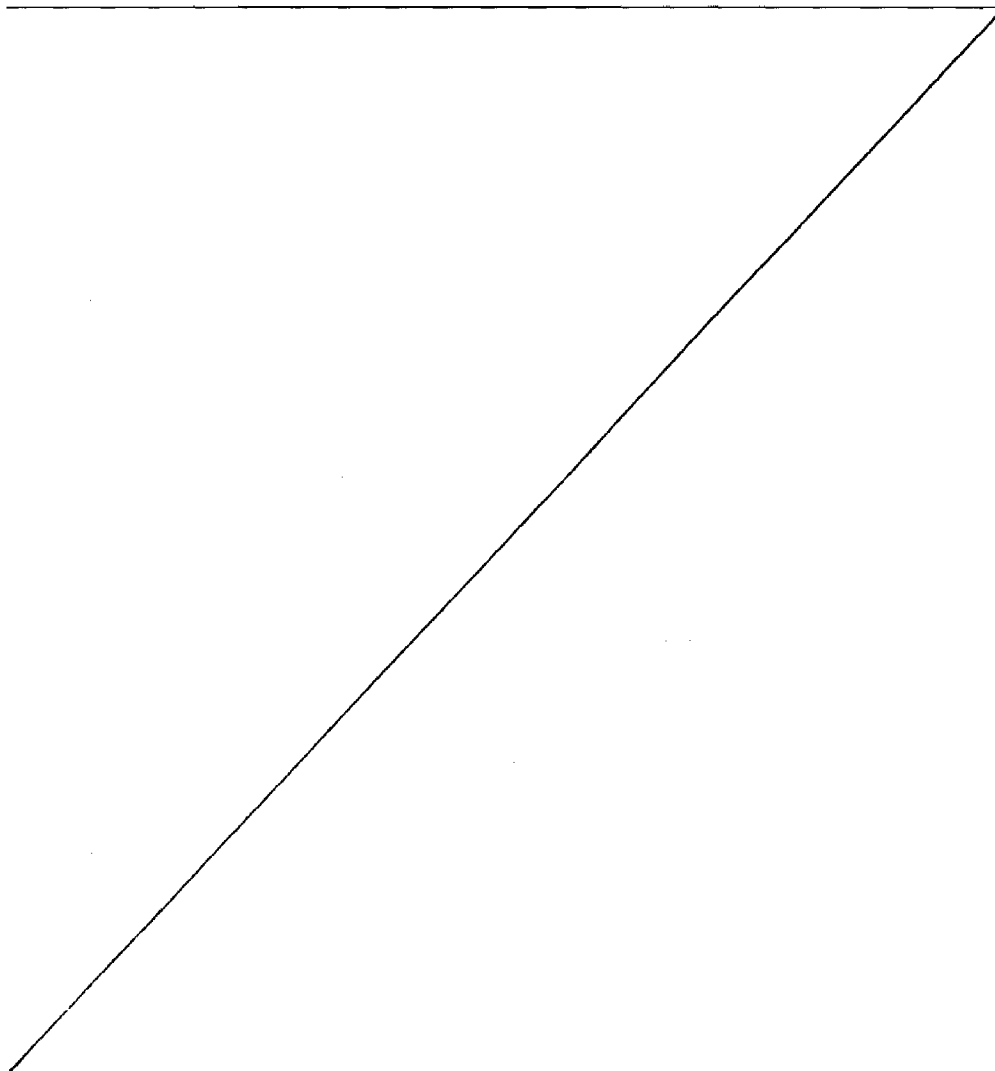
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING THE EMPLOYMENT OF SHAW DESIGN GROUP TO DESIGN RENOVATION AND SECURITY UPGRADES AT THE HARRISON COUNTY ADULT DETENTION CENTER FOR NEW MAINTENANCE AND SUPPORT BUILDINGS, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE CONTRACT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Shaw Design Group to design renovation and security upgrades at the Harrison County Adult Detention Center for new maintenance and support buildings.

The Board further HEREBY AUTHORIZES the Board President to execute contract, same being as follows:



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

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THE AMERICAN INSTITUTE OF ARCHITECTS



*AIA Document B141*

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

**1987 EDITION**

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

**AGREEMENT**

made as of the Twelfth (12th) day of December in the year of  
~~ONE THOUSAND NINE HUNDRED AND SEVENTY SEVEN~~ Two-Thousand (2000)

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

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

For the following Project:

*(Include detailed description of Project, location, address and scope.)*

Commission 2023.3  
 Renovations & Security Up-Grades  
 Harrison County Adult Detention Facility  
 New Maintenance & Support Buildings  
 Harrison County, MS

The Owner and Architect agree as set forth below.

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**EDITOR'S NOTE**

*From time to time, the AIA makes minor corrections and clarifications in its documents as they are reprinted. Changes in the 7/88 reprinting of the 1987 edition of B141 were made in Subparagraphs 2.6.1 and 11.3.2. Changes in this 6/92 reprinting were made in Subparagraph 2.6.10 and Paragraph 4.5. See Section C of the Instruction Sheet for a detailed description of these changes.*

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

**ARTICLE 1**

**ARCHITECT'S RESPONSIBILITIES**

**1.1 ARCHITECT'S SERVICES**

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

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

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 1.1.5.1.

**ARTICLE 2**

**SCOPE OF ARCHITECT'S BASIC SERVICES**

**2.1 DEFINITION**

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

**2.2 SCHEMATIC DESIGN PHASE**

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

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

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

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

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

**2.3 DESIGN DEVELOPMENT PHASE**

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

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

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

**2.4 CONSTRUCTION DOCUMENTS PHASE**

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

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

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

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

**2.5 BIDDING OR NEGOTIATION PHASE**

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

**2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

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

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

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

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### JANUARY 2001 TERM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3

#### ADDITIONAL SERVICES

##### 3.1 GENERAL

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

##### 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

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

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

##### 3.3 CONTINGENT ADDITIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

##### 3.4 OPTIONAL ADDITIONAL SERVICES

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

**3.4.2** Providing financial feasibility or other special studies.

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

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

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

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

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

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

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

**3.4.10** Providing detailed estimates of Construction Cost.

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

**3.4.12** Providing analyses of owning and operating costs.

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

**3.4.14** Providing services for planning tenant or rental spaces.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 4

#### OWNER'S RESPONSIBILITIES

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



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#### ARTICLE 5

##### CONSTRUCTION COST

###### 5.1 DEFINITION

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

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

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

###### 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

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

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

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

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

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

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

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

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

#### ARTICLE 6

##### USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

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

#### ARTICLE 7

##### ARBITRATION

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

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

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

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

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

#### ARTICLE 8

##### TERMINATION, SUSPENSION OR ABANDONMENT

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

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

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

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

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

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

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

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

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

#### ARTICLE 9

##### MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

**ARTICLE 10**

**PAYMENTS TO THE ARCHITECT**

**10.1 DIRECT PERSONNEL EXPENSE**

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

**10.2 REIMBURSABLE EXPENSES**

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

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

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

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

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

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

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

**10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

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

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

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

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

**10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES**

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

**10.5 PAYMENTS WITHHELD**

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

**10.6 ARCHITECT'S ACCOUNTING RECORDS**

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

**ARTICLE 11**

**BASIS OF COMPENSATION**

The Owner shall compensate the Architect as follows:

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

**11.2 BASIC COMPENSATION**

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

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

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

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

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

**11.3 COMPENSATION FOR ADDITIONAL SERVICES**

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

Same as hourly rates listed in Section 11.3.2

**11.3.2** FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows: *(See Article No. 12)*

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

At the hourly rates of:

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

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

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

**11.4 REIMBURSABLE EXPENSES**

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

**11.5 ADDITIONAL PROVISIONS**

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

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

*(Insert rate of interest agreed upon.)*

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

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

**ARTICLE 12**  
**OTHER CONDITIONS OR SERVICES**

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

N/A

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

OWNER Harrison County Board of Supervisors

ARCHITECT Shaw Design Group, P.A.

*(Signature)*

*(Signature)*

Bobby Eleuterius, President

Philip W. Shaw, Architect

*(Printed name and title)*

*(Printed name and title)*



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

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

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**RESOLUTION OF THE  
HARRISON COUNTY BOARD OF SUPERVISORS**

THERE CAME ON FOR CONSIDERATION a Petition requesting that the Authority and Power of the East Central Harrison County Public Utility District No. 1 be expanded to include the authority and power of drainage and recreation. Supervisor Bobby Eleuterius moved the adoption of the following Resolution:

**A RESOLUTION FIXING A TIME AND PLACE FOR  
A PUBLIC HEARING UPON THE QUESTION OF  
PUBLIC CONVENIENCE AND NECESSITY OF  
EXPANDING THE AUTHORITY AND POWER OF  
THE EAST CENTRAL HARRISON COUNTY  
PUBLIC UTILITY DISTRICT NO. 1 TO ALSO  
INCLUDE DRAINAGE AND RECREATION.**

WHEREAS, Columbus Communities, LLC., is the owner of a parcel of land containing over 3,500 acres being developed as a master planned community; and

WHEREAS, the East Central Harrison County Public Utility District No. 1 (hereinafter the "District") was created by Resolution of the Board of Supervisors on the 2<sup>nd</sup> day of August, 1999 as a combined water distribution, sewer collection, sewer treatment, fire hydrant protection, fire protection and garbage collection district, to serve a portion of said master planned community; and

WHEREAS, said District, once so created, undertook its powers and duties and is in the process of providing the above mentioned services to the area set forth in the above mentioned Resolution so dated August 2, 1999; and,

WHEREAS, House Bill 1600 was enacted by the Regular Legislative Session of the 2000 Legislature and was duly signed by the Governor thereby becoming Law; and,

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WHEREAS, said Legislation (House Bill 1600 of the year 2000) in Section 1 thereof, on line 27, provided for increasing the power and authority of any District created thereunder to include drainage and recreation along with the powers heretofore granted in the Resolution, so dated August, 2, 1999; and,

WHEREAS, Section 5 of said House Bill provided that the Developer of a parcel of land containing at least 3500 acres to be developed or being developed as a master plan community could petition the Board of Supervisors to add powers and authority not enumerated in the initial Resolution creating the District; and,

WHEREAS, a proper petition has been filed with the Board of Supervisors of Harrison County, Mississippi, seeking to add drainage and recreation to the authority and power of the District; and,

WHEREAS, said Petition requests that a Resolution should be enacted whereby the District would be created as a combined water, sewer, garbage collection, fire hydrant protection, fire protection, drainage and recreation system; and,

WHEREAS, the Board of Supervisors of Harrison County, Mississippi, made a determination that said Petition was in proper form and in compliance with the directives of House Bill 43, Chapter 50, Extraordinary Legislative Session of 1964, as most recently amended by House Bill 1600, of the Regular Legislative Session of 2000; and,

WHEREAS, upon the filing of said Petition, it becomes the duty of the Board of Supervisors of Harrison County, Mississippi, to hold a public hearing, at a designated time, date, and place, after due advertisement as set forth in said Law, to consider the question of the public convenience of granting such District additional powers and authority; and,



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WHEREAS, a time, date, and place shall be selected by the Board of Supervisors of Harrison County, Mississippi, for said public hearing, at which hearing the public convenience and necessity of granting the District such additional powers and authority shall be considered; and,

WHEREAS, the Clerk of the Board of Supervisors of Harrison County, Mississippi, shall publish, in a newspaper, having a general circulation within such proposed District, notice of said public meeting, said notice stating: (1) time of meeting; (2) date of meeting; (3) place of meeting; and, (4) purpose of meeting. Said notice to be published once a week for at least three (3) consecutive weeks prior to the date fixed for hearing. The first such publication shall be made not less than twenty-one (21) days prior to the date of the hearing, and the last such publication shall be made not more than seven (7) days from the date of such hearing; and,

WHEREAS, if at such public hearing, the Board of Supervisors of Harrison County, Mississippi, finds that (1) the public convenience and necessity requires the granting of the additional authority and power of drainage and recreation to such District; and, (2) that granting such additional powers and authority to the District is economically sound and desirable, the Board of Supervisors shall adopt a Resolution making the aforesaid findings and declaring its intention to grant the District such additional powers and authority.

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

**Section 1:** There shall be a public hearing on the question of whether or not public convenience and necessity require that the East Central Harrison County Public Utility District No. 1 be granted the additional powers and authority of drainage and recreation so that such District's powers include those of a combined water, sewer, garbage collection, fire hydrant protection, fire protection, drainage and recreation District.

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Section 2: Said public meeting shall be held at the Harrison County Courthouse for the First Judicial District in Gulfport, Mississippi, 1801 23rd Avenue, in the Board of Supervisors meeting room, at 9:30 o'clock a.m., on the 5<sup>th</sup> day of February 2001.

Section 3: The Clerk of this Board is hereby authorized and directed to publish notice of said public meeting as required by Law and as set forth in this Resolution. He shall publish Notice of said public meeting in a newspaper having general circulation within such proposed District once a week for at least three (3) consecutive weeks prior to the date of such hearing. The first of such publications shall be made not less than twenty-one (21) days prior to the date of said hearing, and the last said publication shall be made not more than seven (7) days prior to the date of the hearing. Notice of said public hearing may be in substantially the following form:

NOTICE TO THE PUBLIC

THE GENERAL PUBLIC IS INVITED TO A PUBLIC MEETING TO BE HELD AT THE HARRISON COUNTY COURTHOUSE FOR THE FIRST JUDICIAL DISTRICT IN GULFPORT, MISSISSIPPI, 1801 23<sup>rd</sup> AVENUE, IN THE BOARD OF SUPERVISORS MEETING ROOM, AT 9:30 O'CLOCK A.M., ON THE 5<sup>th</sup> DAY OF FEBRUARY, 2001, TO DISCUSS AND CONSIDER WHETHER OR NOT THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, SHOULD FIND THAT THE PUBLIC CONVENIENCE AND NECESSITY REQUIRES THE GRANTING OF THE ADDITIONAL AUTHORITY AND POWER OF DRAINAGE AND RECREATION TO THE EAST CENTRAL HARRISON COUNTY PUBLIC UTILITY DISTRICT NO. 1 AND THAT GRANTING SUCH ADDITIONAL POWERS AND AUTHORITY TO SUCH DISTRICT IS ECONOMICALLY SOUND AND DESIREABLE. IF THE BOARD OF SUPERVISORS GRANTS SUCH ADDITIONAL POWERS, THE POWERS AND AUTHORITY OF THE DISTRICT SHALL MAKE IT A COMBINED WATER, SEWER, GARBAGE COLLECTION, FIRE HYDRANT PROTECTION, FIRE PROTECTION, DRAINAGE AND RECREATION DISTRICT.

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THIS HEARING IS OF PARTICULAR INTEREST TO THOSE PERSONS LIVING NEAR OR WITHIN THE AREA OF THE EXISTING DISTRICT WHICH IS LOCATED IN HARRISON COUNTY, MISSISSIPPI, AND MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCE at a concrete monument being at the common point of Townships 5 and 6 South, and Ranges 10 and 11 West, Saint Stephens Meridian, being also the southeast corner of Section 36, Township 5 South, Range 11 West, Harrison County, Mississippi and run South 89 degrees 56 minutes 30 seconds West along the south line of said Section 36 for 2672.41 feet to a railroad spike; thence run South 89 degrees 57 minutes 08 seconds West along the south line of said Section 36 for 1333.61 feet to an iron rod at the southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 36 for the POINT OF BEGINNING.

From said POINT OF BEGINNING run South 89 degrees 57 minutes 08 seconds West along the south line of said Section 36 for 1333.61 feet to a concrete monument at the southeast corner of Section 35, Township 5 South, Range 11 West; thence run North 89 degrees 59 minutes 24 seconds West along the south line of said Section 35 for 2671.68 feet to a concrete monument; thence run South 89 degrees 53 minutes 13 seconds West along the south line of said Section 35 for 2672.12 feet to a concrete monument at the southeast corner of Section 34, Township 5 South, Range 11 West; thence run South 89 degrees 59 minutes 12 seconds West along the south line of said Section 34 for 2681.52 feet to an iron rod at the southwest corner of the Southeast Quarter of said Section 34; thence run North 00 degrees 57 minutes 50 seconds East along the west line of said Southeast Quarter for 1399.11 feet to a concrete monument at the southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 34; thence run North 89 degrees 57 minutes 15 seconds West along the south line of said Northeast Quarter of the Southwest Quarter for 1338.81 feet to an iron rod at the southwest corner of said Northeast Quarter of the Southwest Quarter; thence run North 01 degree 02 minutes 33 seconds East along the west line of said Northeast Quarter of the Southwest Quarter and along the west line of the East Half of the Northwest

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Quarter of said Section 34 for 3538.75 feet to an iron rod; thence run South 89 degrees 43 minutes 44 seconds East for 330.00 feet to an iron rod; thence run North 01 degree 02 minutes 33 seconds East for 399.54 feet to a P.K. nail in the centerline of Campground Road; thence run North 80 degrees 06 minutes 42 seconds East along said centerline for 568.28 feet to a P.K. nail; thence run North 86 degrees 57 minutes 18 seconds East along said centerline for 440.84 feet to a P.K. nail; thence run North 00 degrees 54 minutes 27 seconds East for 20.04 feet to an iron rod on the north margin of Campground Road; thence run North 87 degrees 28 minutes 45 seconds East along said north margin for 358.94 feet to an iron rod; thence run North 85 degrees 29 minutes 17 seconds East along said north margin for 162.23 feet to an iron rod at the intersection of said north margin with the northerly right of way line of East Wortham Road; thence run North 61 degrees 58 minutes 43 seconds East along said northerly right of way line for 166.55 feet to an iron rod on the north line of the aforementioned Section 34; thence run South 89 degrees 19 minutes 23 seconds East along the north line of said Section 34 for 2003.94 feet to a concrete monument at the northeast corner of said Section 34; thence run North 00 degrees 55 minutes 17 seconds East along the west line of Section 26, Township 5 South, Range 11 West for 1331.28 feet to a P.K. nail at the northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 26; thence run North 89 degrees 53 minutes 15 seconds East along the north line of the South Half of the Southwest Quarter of said Section 26 for 2671.99 feet to an iron rod at the southwest corner of the Northwest Quarter of the Southeast Quarter for 1326.41 feet to an iron rod at the northwest corner of said Northwest Quarter of the Southeast Quarter; thence run North 89 degrees 59 minutes 20 seconds East along the north line of the Southeast Quarter of said Section 26 for 2674.95 feet to an lightered pine knot at the northeast corner of said Southeast Quarter; thence run South 00 degrees 04 minutes 16 seconds West along the east line of said Southeast Quarter for 2642.21 feet to a concrete monument at the southeast corner of said Section 26; thence run South 89 degrees 46 minutes 17 seconds East along the north line of Section 36, Township 5 South, Range 11 West for 1107.28 feet to the approximate centerline of Mississippi State

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Highway 67; thence run South 30 degrees 46 minutes 48 seconds East along the approximate centerline of Mississippi State Highway 67 for 1129.16 feet to the north line of a 200 foot wide easement to Mississippi Power Company and recorded in Deed Book 949, Page 288; thence run North 89 degrees 43 minutes 08 seconds West along said north line for 1703.14 feet; thence run South 01 degrees 04 minutes 05 seconds West for 427.46 feet to an iron rod at the northeast corner of the Southeast Quarter of the Northeast Quarter of Section 35, Township 5 South, Range 11 West; thence run South 01 degree 04 minutes 05 seconds West along the east line of the Southeast Quarter of the Northeast Quarter of said Section 35 for 1393.79 feet to a concrete monument; thence run North 73 degrees 08 minutes 42 seconds East for 506.20 feet; thence run North 53 degrees 45 minutes 13 seconds East for 435.41 feet; thence run South 49 degrees 57 minutes 15 seconds East for 632.57 feet to an iron rod at the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 36; thence run South 00 degrees 48 minutes 13 seconds West along the east line of the West half of the Southwest Quarter of said Section 36 for 2785.21 feet back to the POINT OF BEGINNING.

**LESS AND EXCEPT:**

The South Half of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 5 South, Range 11 West, being more particularly described as follows:

**COMMENCE** at a concrete monument at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 35, Township 5 South, Range 11 West, Harrison County, Mississippi for the POINT OF BEGINNING.

From said POINT OF BEGINNING run south 89 degrees 50 minutes 31 seconds West along the south line of said Southeast Quarter of the Northeast Quarter for 713.65 feet to an iron rod; thence run South 00 degrees 59 minutes 22 seconds West for 208.60 feet to an iron rod; thence run South 89 degrees 49 minutes 35 seconds West for 626.56 feet to an iron rod; thence run North 00 degrees 56 minutes 27 seconds East for 208.31 feet to a

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concrete monument at the southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 35; thence run South 89 degrees 49 minutes 07 seconds West along the south line of said Southwest Quarter of the Northeast Quarter for 1338.98 feet to a concrete monument at the southwest corner of said Southwest Quarter of the Northeast Quarter; thence run North 00 degrees 53 minutes 59 seconds East along the west line of said Southwest Quarter of the Northeast Quarter for 1393.73 feet to a concrete monument; thence run North 89 degrees 49 minutes 15 seconds East along the north line of the South Half of the Northeast Quarter of said Section 35 for 2683.48 feet to an iron rod; thence run South 01 degree 04 minutes 05 seconds West along the east line of the Southeast Quarter of the Northeast Quarter of said Section 35 for 1393.79 feet back to the POINT OF BEGINNING and containing 88.77 acres.

Said SUBJECT PARCEL is the Southeast Quarter and the South Half of the Southwest Quarter of Section 26, Township 5 South, Range 11 West; the Southeast Quarter, the East Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, part of the Northwest Quarter of the Northeast Quarter, part of the Northeast Quarter of the Northwest Quarter, all of the Southeast Quarter of the Northwest Quarter and all of the Northeast Quarter of the Southwest Quarter of Section 34, Township 5 South, Range 11 West; the North Half of the Northeast Quarter, the Northwest Quarter of the Southeast Quarter, part of the Northeast Quarter of the Southeast Quarter, the South Half of the Southeast Quarter, the Southwest Quarter and the Northwest Quarter of Section 35, Township 5 South, Range 11 West; the West Half of the Southwest Quarter and part of the Northwest Quarter of Section 36, Township 5 South, Range 11 West; all in Harrison County First Judicial District, Mississippi and contains approximately 1422.18 acres.

ALL INTERESTED PARTIES AND ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND SAID PUBLIC HEARING. BY ORDER OF THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000.

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BY: \_\_\_\_\_  
 JOHN MC ADAMS, ITS CLERK

Section 4: At said meeting there should be a complete hearing of both the pros and cons of granting such additional power and authority. If the Board of Supervisors of Harrison County, Mississippi, finds that the public convenience and necessity requires the granting of such additional powers and authority, and that granting such to said District is economically sound and desirable, said Board shall increase the District's authority to include drainage and recreation.

Supervisor Marlin R. Ladner seconded the motion, whereupon, the President put the question to a vote as follows:

SUPERVISOR BOBBY ELEUTERIUS	VOTED	<u>Aye</u>
SUPERVISOR CONNIE ROCKO	VOTED	<u>Aye</u>
SUPERVISOR LARRY BENEFIELD	VOTED	<u>Aye</u>
SUPERVISOR MARLIN LADNER	VOTED	<u>Aye</u>
SUPERVISOR WILLIAM W. MARTIN	VOTED	<u>Aye</u>

The motion to adopt the Resolution having received the majority of the vote of the members present, the President therefore declared the Resolution carried on this, the 2nd day of January, 2001.

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RESOLUTION OF THE  
HARRISON COUNTY BOARD OF SUPERVISORS

THERE CAME ON FOR CONSIDERATION a Petition requesting that the Authority and Power of the East Central Harrison County Public Utility District No. 2 be expanded to include the authority and power of drainage and recreation. Supervisor BOBBY ELEUTERIUS moved the adoption of the following Resolution:

**A RESOLUTION FIXING A TIME AND PLACE FOR  
A PUBLIC HEARING UPON THE QUESTION OF  
PUBLIC CONVENIENCE AND NECESSITY OF  
EXPANDING THE AUTHORITY AND POWER OF  
THE EAST CENTRAL HARRISON COUNTY  
PUBLIC UTILITY DISTRICT NO. 2 TO ALSO  
INCLUDE DRAINAGE AND RECREATION.**

WHEREAS, Columbus Communities, LLC., is the owner of a parcel of land containing over 3,500 acres being developed as a master planned community; and

WHEREAS, the East Central Harrison County Public Utility District No. 2 (hereinafter the "District") was created by Resolution of the Board of Supervisors on the 2<sup>nd</sup> day of August, 1999 as a combined water distribution, sewer collection, sewer treatment, fire hydrant protection, fire protection and garbage collection district, to serve a portion of said master planned community; and

WHEREAS, said District, once so created, undertook its powers and duties and is in the process of providing the above mentioned services to the area set forth in the above mentioned Resolution so dated August 2, 1999; and,

WHEREAS, House Bill 1600 was enacted by the Regular Legislative Session of the 2000 Legislature and was duly signed by the Governor thereby becoming Law; and,



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WHEREAS, said Legislation (House Bill 1600 of the year 2000) in Section 1 thereof, on line 27, provided for increasing the power and authority of any District created thereunder to include drainage and recreation along with the powers heretofore granted in the Resolution, so dated August, 2, 1999; and,

WHEREAS, Section 5 of said House Bill provided that the Developer of a parcel of land containing at least 3500 acres to be developed or being developed as a master plan community could petition the Board of Supervisors to add powers and authority not enumerated in the initial Resolution creating the District; and,

WHEREAS, a proper petition has been filed with the Board of Supervisors of Harrison County, Mississippi, seeking to add drainage and recreation to the authority and power of the District; and,

WHEREAS, said Petition requests that a Resolution should be enacted whereby the District would be created as a combined water, sewer, garbage collection, fire hydrant protection, fire protection, drainage and recreation system; and,

WHEREAS, the Board of Supervisors of Harrison County, Mississippi, made a determination that said Petition was in proper form and in compliance with the directives of House Bill 43, Chapter 50, Extraordinary Legislative Session of 1964, as most recently amended by House Bill 1600, of the Regular Legislative Session of 2000; and,  
WHEREAS, upon the filing of said Petition, it becomes the duty of the Board of Supervisors of Harrison County, Mississippi, to hold a public hearing, at a designated time, date, and place, after due advertisement as set forth in said Law, to consider the question of the public convenience of granting such District additional powers and authority; and,

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WHEREAS, a time, date, and place shall be selected by the Board of Supervisors of Harrison County, Mississippi, for said public hearing, at which hearing the public convenience and necessity of granting the District such additional powers and authority shall be considered; and,

WHEREAS, the Clerk of the Board of Supervisors of Harrison County, Mississippi, shall publish, in a newspaper, having a general circulation within such proposed District, notice of said public meeting, said notice stating: (1) time of meeting; (2) date of meeting; (3) place of meeting; and, (4) purpose of meeting. Said notice to be published once a week for at least three (3) consecutive weeks prior to the date fixed for hearing. The first such publication shall be made not less than twenty-one (21) days prior to the date of the hearing, and the last such publication shall be made not more than seven (7) days from the date of such hearing; and,

WHEREAS, if at such public hearing, the Board of Supervisors of Harrison County, Mississippi, finds that (1) the public convenience and necessity requires the granting of the additional authority and power of drainage and recreation to such District; and, (2) that granting such additional powers and authority to the District is economically sound and desirable, the Board of Supervisors shall adopt a Resolution making the aforesaid findings and declaring its intention to grant the District such additional powers and authority.

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

Section 1: . . . There shall be a public hearing on the question of whether or not public convenience and necessity require that the East Central Harrison County Public Utility District No. 2 be granted the additional powers and authority of drainage and recreation so that such District's powers include those of a combined water, sewer, garbage collection, fire hydrant protection, fire protection, drainage and recreation District.

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**Section 2:** Said public meeting shall be held at the Harrison County Courthouse for the First Judicial District in Gulfport, Mississippi, 1801 23rd Avenue, in the Board of Supervisors meeting room, at 9:30 o'clock a.m., on the 5<sup>th</sup> day of February 2001.

**Section 3:** The Clerk of this Board is hereby authorized and directed to publish notice of said public meeting as required by Law and as set forth in this Resolution. He shall publish Notice of said public meeting in a newspaper having general circulation within such proposed District once a week for at least three (3) consecutive weeks prior to the date of such hearing. The first of such publications shall be made not less than twenty-one (21) days prior to the date of said hearing, and the last said publication shall be made not more than seven (7) days prior to the date of the hearing. Notice of said public hearing may be in substantially the following form:

**NOTICE TO THE PUBLIC**

**THE GENERAL PUBLIC IS INVITED TO A PUBLIC MEETING TO BE HELD AT THE HARRISON COUNTY COURTHOUSE FOR THE FIRST JUDICIAL DISTRICT IN GULFPORT, MISSISSIPPI, 1801 23<sup>rd</sup> AVENUE, IN THE BOARD OF SUPERVISORS MEETING ROOM, AT 9:30 O'CLOCK A.M., ON THE 5<sup>th</sup> DAY OF FEBRUARY, 2001, TO DISCUSS AND CONSIDER WHETHER OR NOT THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, SHOULD FIND THAT THE PUBLIC CONVENIENCE AND NECESSITY REQUIRES THE GRANTING OF THE ADDITIONAL AUTHORITY AND POWER OF DRAINAGE AND RECREATION TO THE EAST CENTRAL HARRISON COUNTY PUBLIC UTILITY DISTRICT NO. 2 AND THAT GRANTING SUCH ADDITIONAL POWERS AND AUTHORITY TO SUCH DISTRICT IS ECONOMICALLY SOUND AND DESIREABLE. IF THE BOARD OF SUPERVISORS GRANTS SUCH ADDITIONAL POWERS, THE POWERS AND AUTHORITY OF THE DISTRICT SHALL MAKE IT A COMBINED WATER, SEWER, GARBAGE COLLECTION, FIRE HYDRANT PROTECTION, FIRE PROTECTION, DRAINAGE AND RECREATION DISTRICT.**

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THIS HEARING IS OF PARTICULAR INTEREST TO THOSE PERSONS LIVING NEAR OR WITHIN THE AREA OF THE EXISTING DISTRICT WHICH IS LOCATED IN HARRISON COUNTY, MISSISSIPPI, AND MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCE at a concrete monument being at the common point of Townships 5 and 6 South, and Ranges 10 and 11 West, Saint Stephens Meridian, being also the southeast corner of Section 36, Township 5 South, Range 11 West, Harrison County, Mississippi and run South 89 degrees 56 minutes 30 seconds West along the south line of said Section 36 for 2672.41 feet to a railroad spike; thence run South 89 degrees 57 minutes 08 seconds West along the south line of said Section 36 for 1333.61 feet to an iron rod at the southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 36; thence run North 00 degrees 48 minutes 13 seconds East along the east line of the West Half of the Southwest Quarter of said Section 36 for 2785.21 feet to an iron rod at the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 36 for the POINT OF BEGINNING.

From said POINT OF BEGINNING run North 49 degrees 57 minutes 15 seconds West for 632.45 feet; thence run South 53 degrees 45 minutes 13 seconds West for 435.41 feet; thence run South 73 degrees 08 minutes 42 seconds West for 506.20 feet to a concrete monument at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 35, Township 5 South, Range 11 West; thence run North 01 degree 04 minutes 05 seconds East along the east line of the Southeast Quarter of the Northeast Quarter of said Section 35 for 1393.79 feet to an iron rod; thence continue North 01 degree 04 minutes 05 seconds East along the east line of the Southeast Quarter of the Northeast Quarter of said Section 35 for 427.46 feet to the north line of a 200 foot wide easement to Mississippi Power Company and recorded in Deed Book 949, Page 288; thence run South 89 degrees 43 minutes 08 seconds East along said north line for 1703.14 feet to the approximate centerline of Mississippi State Highway 67; thence continue South 89 degrees 43 minutes 08 seconds East along said north line for 666.73 feet; thence run South 73 degrees 05 minutes 51 seconds East

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along said north line for 5882.58 feet; thence run South 13 degrees 13 minutes 21 seconds East for 2942.27 feet to the north line of Section 6, Township 6 South, Range 10 West; thence North 89 degrees 43 minutes 57 seconds East along the north line of said Section 6 for 616.93 feet to a concrete monument at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 6; thence run South 00 degrees 39 minutes 15 seconds East along the east line of said Northwest Quarter of the Northeast Quarter for 1316.22 feet to a concrete monument at the southeast corner of said Northwest Quarter of the Northeast Quarter; thence run North 89 degrees 45 minutes 26 seconds East along the north line of the Southeast Quarter of the Northeast Quarter of said Section 6 for 1344.50 feet to a concrete monument at the northeast corner of said Southeast Quarter of the Northeast Quarter; thence run North 89 degrees 44 minutes 51 seconds East for 27.93 feet to an iron rod; thence run South 00 degrees 13 minutes 54 seconds West along a fence line for 1415.29 feet to a fence post; thence run South 09 degrees 12 minutes 17 seconds West along a fence line for 532.66 feet to a fence post; thence run South 05 degrees 36 minutes 56 seconds West along a fence line for 376.78 feet to a fence post; thence run South 04 degrees 49 minutes 57 seconds West along a fence line and a projection thereof for 357.72 feet to an iron rod on the easterly right of way line of Mississippi State Highway 67; thence run North 57 degrees 14 minutes 13 seconds West along said easterly right of way for 977.50 feet to an iron rod; thence run northerly along said easterly right of way and along a curve to the right (having a radius of 2992.02 feet and an internal angle of 12 degrees 00 minutes 41 seconds) for 627.25 feet to an iron rod; thence run northerly along said easterly right of way and along a curve to the right (having a radius of 13,293.29 feet and an internal angle of 04 degrees 51 minutes 29 seconds) for 1127.12 feet to an iron rod; thence run North 40 degrees 22 minutes 03 seconds West along said easterly right of way for 765.32 feet to an iron rod; thence run northerly along said easterly right of way and along a curve to the left (having a radius of 4087.09 feet and an internal angle of 03 degrees 20 minutes 56 seconds) for 238.88 feet to an iron rod; thence run North 43 degrees 42 minutes 58 seconds West along said easterly right of way for 2209.76 feet to

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an iron rod; thence run northerly along said easterly right of way and along a curve to the left (having a radius of 2293.24 feet and an internal angle of 10 degrees 37 minutes 47 seconds) for 425.45 feet to an iron rod; thence run North 54 degrees 20 minutes 45 seconds West along said easterly right of way for 3150.82 feet to an iron rod; thence run northerly along said easterly right of way and along a curve to the right (having a radius of 2946.40 feet and an internal angle of 08 degrees 00 minutes 12 seconds) for 411.57 feet to an iron rod; thence run northerly along said easterly right of way and along a curve to the right (having a radius of 659.12 feet and an internal angle of 15 degrees 36 minutes 15 seconds) for 179.51 feet to an iron rod; thence run North 30 degrees 44 minutes 18 seconds West along said easterly right of way for 494.30 feet to an iron rod; thence run South 01 degree 51 minutes 01 second West along the easterly margin line of Carson Road and a projection thereof for 308.39 feet to an iron rod on the south line of the Southwest Quarter of the Northeast Quarter of Section 36, Township 5 South, Range 11 West; thence run North 89 degrees 52 minutes 58 seconds West along the south line of said Southwest Quarter of the Northeast Quarter for 81.99 feet to an iron rod at the southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 36; thence run North 89 degrees 52 minutes 58 seconds West along the south line of said Southeast Quarter of the Northwest Quarter for 1319.77 feet to an iron rod at the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 36; and back to the POINT OF BEGINNING.

**LESS AND EXCEPT:**

The Northwest Quarter of the Southwest Quarter of Section 31, Township 5 South, Range 10 West being more particularly described as follows:

COMMENCE at an iron pipe at the southwest corner of the Northwest Quarter of the Southwest Quarter of Section 31, Township 5 South, Range 10 West, Harrison County, Mississippi for the POINT OF BEGINNING.

From said POINT OF BEGINNING run North 00 degrees 06 minutes 49 seconds West along the west line

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of said Northwest Quarter of the Southwest Quarter for 1386.50 feet to a fence post; thence run North 89 degrees 45 minutes 19 seconds East along the north line of said Northwest Quarter of the Southwest Quarter for 1361.58 feet to an iron rod; thence run South 00 degrees 12 minutes 03 seconds West along the east line of said Northwest Quarter of the Southwest Quarter for 1385.95 feet to an iron rod; thence run South 89 degrees 43 minutes 49 seconds West along the south line of said Northwest Quarter of the Southwest Quarter for 1353.97 feet back to the POINT OF BEGINNING and containing 43.21 acres.

**ALSO LESS AND EXCEPT:**

All that part of the SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , Section 6, Township 6 South, Range 10 West, Harrison County, Mississippi, lying North and East of State Highway 67 as it now exists, and being further described as:

From a point of beginning being the NE corner of the SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , Section 6, Township 6 South, Range 10 West, run West on the line between the NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of said Section 6 a distance of 5.44 chains to the centerline of State Highway 67; thence run Southeasterly down the center line of said Highway to where same intersects the line between the SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  and SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of said Section 6; thence run North along said line 6.00 chains to the point of beginning, containing 1.35 acres, more or less, exclusive of Highway Right-of-Way.

Said SUBJECT PARCEL is part of the Southeast Quarter, part of the East Half of the Southwest Quarter, part of the Southwest Quarter of the Southwest Quarter and part of the Northwest Quarter of Section 31, Township 5 South, Range 10 West; part of the North Half of the Northeast Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Northeast Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, and part of the Northwest Quarter of Section 36, Township 5 South, Range 11 West; the Northwest Quarter of the Northeast Quarter, the Southeast Quarter of the

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Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Northeast Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, part of the Northwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 6 South, Range 10 West, all in Harrison County First Judicial District, Mississippi and contains approximately 586.58 acres.

ALL INTERESTED PARTIES AND ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND SAID PUBLIC HEARING. BY ORDER OF THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2000.

BY: \_\_\_\_\_  
 JOHN MC ADAMS, ITS CLERK

Section 4: At said meeting there should be a complete hearing of both the pros and cons of granting such additional power and authority. If the Board of Supervisors of Harrison County, Mississippi, finds that the public convenience and necessity requires the granting of such additional powers and authority, and that granting such to said District is economically sound and desirable, said Board shall increase the District's authority to include drainage and recreation.

Supervisor MARLIN R. LADNER seconded the motion, whereupon, the President put the question to a vote as follows:

SUPERVISOR BOBBY ELEUTERIUS	VOTED	<u>AYE</u>
SUPERVISOR CONNIE ROCKO	VOTED	<u>AYE</u>
SUPERVISOR LARRY BENEFIELD	VOTED	<u>AYE</u>
SUPERVISOR MARLIN LADNER	VOTED	<u>AYE</u>
SUPERVISOR WILLIAM W. MARTIN	VOTED	<u>AYE</u>



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The motion to adopt the Resolution having received the majority of the vote of the members present, the President therefore declared the Resolution carried on this, the 2<sup>nd</sup> day of January, 2001.

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RESOLUTION OF THE  
HARRISON COUNTY BOARD OF SUPERVISORS

THERE CAME ON FOR CONSIDERATION a Petition requesting that the Authority and Power of the East Central Harrison County Public Utility District No. 3 be expanded to include the authority and power of drainage and recreation. Supervisor BOBBY ELEUTERIUS moved the adoption of the following Resolution:

**A RESOLUTION FIXING A TIME AND PLACE FOR  
A PUBLIC HEARING UPON THE QUESTION OF  
PUBLIC CONVENIENCE AND NECESSITY OF  
EXPANDING THE AUTHORITY AND POWER OF  
THE EAST CENTRAL HARRISON COUNTY  
PUBLIC UTILITY DISTRICT NO. 3 TO ALSO  
INCLUDE DRAINAGE AND RECREATION.**

WHEREAS, Columbus Communities, LLC., is the owner of a parcel of land containing over 3,500 acres being developed as a master planned community; and

WHEREAS, the East Central Harrison County Public Utility District No. 3 (hereinafter the "District") was created by Resolution of the Board of Supervisors on the 2<sup>nd</sup> day of August, 1999 as a combined water distribution, sewer collection, sewer treatment, fire hydrant protection, fire protection and garbage collection district, to serve a portion of said master planned community; and

WHEREAS, said District, once so created, undertook its powers and duties and is in the process of providing the above mentioned services to the area set forth in the above mentioned Resolution so dated August 2, 1999; and,

WHEREAS, House Bill 1600 was enacted by the Regular Legislative Session of the 2000 Legislature and was duly signed by the Governor thereby becoming Law; and,

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WHEREAS, said Legislation (House Bill 1600 of the year 2000) in Section 1 thereof, on line 27, provided for increasing the power and authority of any District created thereunder to include drainage and recreation along with the powers heretofore granted in the Resolution, so dated August, 2, 1999; and,

WHEREAS, Section 5 of said House Bill provided that the Developer of a parcel of land containing at least 3500 acres to be developed or being developed as a master plan community could petition the Board of Supervisors to add powers and authority not enumerated in the initial Resolution creating the District; and,

WHEREAS, a proper petition has been filed with the Board of Supervisors of Harrison County, Mississippi, seeking to add drainage and recreation to the authority and power of the District; and,

WHEREAS, said Petition requests that a Resolution should be enacted whereby the District would be created as a combined water, sewer, garbage collection, fire hydrant protection, fire protection, drainage and recreation system; and,

WHEREAS, the Board of Supervisors of Harrison County, Mississippi, made a determination that said Petition was in proper form and in compliance with the directives of House Bill 43, Chapter 50, Extraordinary Legislative Session of 1964, as most recently amended by House Bill 1600, of the Regular Legislative Session of 2000; and,

WHEREAS, upon the filing of said Petition, it becomes the duty of the Board of Supervisors of Harrison County, Mississippi, to hold a public hearing, at a designated time, date, and place, after due advertisement as set forth in said Law, to consider the question of the public convenience of granting such District additional powers and authority; and,

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WHEREAS, a time, date, and place shall be selected by the Board of Supervisors of Harrison County, Mississippi, for said public hearing, at which hearing the public convenience and necessity of granting the District such additional powers and authority shall be considered; and,

WHEREAS, the Clerk of the Board of Supervisors of Harrison County, Mississippi, shall publish, in a newspaper, having a general circulation within such proposed District, notice of said public meeting, said notice stating: (1) time of meeting; (2) date of meeting; (3) place of meeting; and, (4) purpose of meeting. Said notice to be published once a week for at least three (3) consecutive weeks prior to the date fixed for hearing. The first such publication shall be made not less than twenty-one (21) days prior to the date of the hearing, and the last such publication shall be made not more than seven (7) days from the date of such hearing; and,

WHEREAS, if at such public hearing, the Board of Supervisors of Harrison County, Mississippi, finds that (1) the public convenience and necessity requires the granting of the additional authority and power of drainage and recreation to such District; and, (2) that granting such additional powers and authority to the District is economically sound and desirable, the Board of Supervisors shall adopt a Resolution making the aforesaid findings and declaring its intention to grant the District such additional powers and authority.

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

Section 1: There shall be a public hearing on the question of whether or not public convenience and necessity require that the East Central Harrison County Public Utility District No. 3 be granted the additional powers and authority of drainage and recreation so that such District's powers include those of a combined water, sewer, garbage collection, fire hydrant protection, fire protection, drainage and recreation District.

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Section 2: Said public meeting shall be held at the Harrison County Courthouse for the First Judicial District in Gulfport, Mississippi, 1801 23rd Avenue, in the Board of Supervisors meeting room, at 9:30 o'clock a.m., on the 5<sup>th</sup> day of February 2001.

Section 3: The Clerk of this Board is hereby authorized and directed to publish notice of said public meeting as required by Law and as set forth in this Resolution. He shall publish Notice of said public meeting in a newspaper having general circulation within such proposed District once a week for at least three (3) consecutive weeks prior to the date of such hearing. The first of such publications shall be made not less than twenty-one (21) days prior to the date of said hearing, and the last said publication shall be made not more than seven (7) days prior to the date of the hearing. Notice of said public hearing may be in substantially the following form:

NOTICE TO THE PUBLIC

THE GENERAL PUBLIC IS INVITED TO A PUBLIC MEETING TO BE HELD AT THE HARRISON COUNTY COURTHOUSE FOR THE FIRST JUDICIAL DISTRICT IN GULFPORT, MISSISSIPPI, 1801 23<sup>rd</sup> AVENUE, IN THE BOARD OF SUPERVISORS MEETING ROOM, AT 9:30 O'CLOCK A.M., ON THE 5<sup>th</sup> DAY OF FEBRUARY, 2001, TO DISCUSS AND CONSIDER WHETHER OR NOT THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, SHOULD FIND THAT THE PUBLIC CONVENIENCE AND NECESSITY REQUIRES THE GRANTING OF THE ADDITIONAL AUTHORITY AND POWER OF DRAINAGE AND RECREATION TO THE EAST CENTRAL HARRISON COUNTY PUBLIC UTILITY DISTRICT NO. 3 AND THAT GRANTING SUCH ADDITIONAL POWERS AND AUTHORITY TO SUCH DISTRICT IS ECONOMICALLY SOUND AND DESIREABLE. IF THE BOARD OF SUPERVISORS GRANTS SUCH ADDITIONAL POWERS, THE POWERS AND AUTHORITY OF THE DISTRICT SHALL MAKE IT A COMBINED WATER, SEWER, GARBAGE COLLECTION, FIRE HYDRANT PROTECTION, FIRE PROTECTION, DRAINAGE AND RECREATION DISTRICT.

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THIS HEARING IS OF PARTICULAR INTEREST TO THOSE PERSONS LIVING NEAR OR WITHIN THE AREA OF THE EXISTING DISTRICT WHICH IS LOCATED IN HARRISON COUNTY, MISSISSIPPI, AND MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCE at a concrete monument being at the common point of Townships 5 and 6 South, and Ranges 10 and 11 West, Saint Stephens Meridian, being also the southeast corner of Section 36, Township 5 South, Range 11 West, Harrison County, Mississippi and run North 00 degrees 06 minutes 49 seconds West along the east line of said Section 36, Township 5 South, Range 11 West, for 2773.00 feet; thence run North 00 degrees 04 minutes 31 seconds West along the east line of said Section 36 for 2777.07 feet to a concrete monument at the northeast corner of said Section 36 for the POINT OF BEGINNING.

From said POINT OF BEGINNING run North 00 degrees 07 minutes 03 seconds West along the west line of Section 30, Township 5 South, Range 10 West for 4080.71 feet to a lightered pine knot at the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 30; thence run South 88 degrees 41 minutes 50 seconds East along the north line of the South Half of the Northwest Quarter of said Section 30 for 2690.51 feet to a lightered pine knot at the northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 30; thence run North 00 degrees 20 minutes 46 seconds West along the west line of the Northwest Quarter of the Northeast Quarter of said Section 30 for 1377.31 feet to a concrete monument at the northwest corner of said Northwest Quarter of the Northeast Quarter; thence run South 89 degrees 24 minutes 03 seconds East along the north line of said Section 30 for 2704.60 feet to a concrete monument at the northeast corner of said Section 30; thence run South 89 degrees 47 minutes 18 seconds East along the north line of Section 29, Township 5 South, Range 10 West for 5363.65 feet to a concrete monument at the northeast corner of said Section 29; thence run South 00 degrees 24 minutes 23 seconds East along the east line of said Section 29 for 5408.17 feet to a concrete monument at the southeast corner of said Section 29; thence run South 00 degrees 26 minutes 17 seconds West along the

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east line of Section 32, Township 5 South, Range 10 West for 2719.50 feet to a concrete monument at the southeast corner of the Northeast Quarter of said Section 32; thence run North 89 degrees 50 minutes 17 seconds West along the south line of the Southeast Quarter of the Northeast Quarter of said Section 32 for 1332.52 feet to a lightered pine knot at the southwest corner of said Southeast Quarter of the Northeast Quarter; thence run South 00 degrees 17 minutes 31 seconds West along the east line of the West Half of the Southeast Quarter of said Section 32 for 2044.76 feet to a lightered pine knot at the northwest corner of the South Half of the Southeast Quarter of the Southeast Quarter of said Section 32; thence run North 89 degrees 54 minutes 57 seconds East along the north line of said South Half of the Southeast Quarter of the Southeast Quarter for 1322.56 feet to an iron rod at the northeast corner of said South Half of the Southeast Quarter of the Southeast Quarter; thence run South 00 degrees 34 minutes 21 seconds West along the east line of said Section 32 for 679.71 feet to an iron rod at the Southeast corner of said Section 32; thence run South 00 degrees 14 minutes 00 seconds East along the east line of Section 5, Township 6 South, Range 10 West for 2645.52 feet to an iron rod at the southeast corner of the Northeast Quarter of said Section 5; thence run South 89 degrees 53 minutes 39 seconds West along the south line of said Northeast Quarter for 2660.94 feet to an iron rod at the southwest corner of said Northeast Quarter; thence run North 00 degrees 23 minutes 54 seconds West along the west line of said Northeast Quarter for 1319.00 feet to an iron rod at the northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 5; thence run South 89 degrees 48 minutes 48 seconds West along the south line of the Northeast Quarter of the Northwest Quarter of said Section 5 for 1332.70 feet to an iron rod at the southwest corner of said Northeast Quarter of the Northwest Quarter; thence run North 00 degrees 28 minutes 01 second West along the west line of said Northeast Quarter of the Northwest Quarter for 1318.13 feet to a concrete monument at the northwest corner of said Northeast Quarter of the Northwest Quarter; thence run South 89 degrees 41 minutes 22 seconds West along the north line of said Section 5 for 1334.26 feet to a lightered pine knot at the southeast corner of Section 31, Township 5 South, Range 10 West;

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thence run South 89 degrees 43 minutes 57 seconds West along the south line of said Section 31 for 1349.98 feet to a concrete monument at the northeast corner of the Northwest Quarter of the Northeast Quarter of Section 6, Township 6 South, Range 10 West; thence continue South 89 degrees 43 minutes 57 seconds West for 616.93 feet; thence run North 13 degrees 13 minutes 21 seconds West for 2942.27 feet to the north line of a 200 foot wide easement to Mississippi Power Company and recorded in Deed Book 949, Page 288; thence run North 73 degrees 05 minutes 51 seconds West along said north line for 5882.08 feet; thence run North 89 degrees 43 minutes 08 seconds West along said north line for 666.73 feet to the approximate centerline of Mississippi State Highway 67; thence run North 30 degrees 46 minutes 48 seconds West along the approximate centerline of Mississippi State Highway 67 for 1129.16 feet to the north line of Section 36, Township 5 South, Range 11 West; thence run South 89 degrees 46 minutes 17 seconds East along the north line of said Section 36 for 4118.36 feet back to the POINT OF BEGINNING.

Said SUBJECT PARCEL is ALL OF Section 29, Township 5 South, Range 10 West; the Northeast Quarter, the Southeast Quarter, the Southwest Quarter and the South Half of the Northwest Quarter of Section 30, Township 5 South, Range 10 West, part of the Northwest Quarter, the Northeast Quarter, part of the Southeast Quarter of Section 31, Township 5 South, Range 10 West; the Northeast Quarter, the Southwest Quarter, the Northwest Quarter, the West Half of the Southeast Quarter and the South Half of the Southeast Quarter of the Southeast Quarter of Section 32, Township 5 South, Range 10 West; part of the North Half of the Northeast Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Northwest Quarter of Section 36, Township 5 South, Range 11 West; the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 5, Township 6 South, Range 10 West; all in Harrison County First Judicial District, Mississippi and contains approximately 2613.84 acres.

ALL INTERESTED PARTIES AND ALL MEMBERS OF THE PUBLIC  
ARE INVITED TO ATTEND SAID PUBLIC HEARING. BY ORDER OF



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THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000.

BY: \_\_\_\_\_  
JOHN MC ADAMS, ITS CLERK

Section 4: At said meeting there should be a complete hearing of both the pros and cons of granting such additional power and authority. If the Board of Supervisors of Harrison County, Mississippi, finds that the public convenience and necessity requires the granting of such additional powers and authority, and that granting such to said District is economically sound and desirable, said Board shall increase the District's authority to include drainage and recreation.

Supervisor MARLIN R. LADNER seconded the motion, whereupon, the President put the question to a vote as follows:

SUPERVISOR BOBBY ELEUTERIUS	VOTED	<u>AYE</u>
SUPERVISOR CONNIE ROCKO	VOTED	<u>AYE</u>
SUPERVISOR LARRY BENEFIELD	VOTED	<u>AYE</u>
SUPERVISOR MARLIN LADNER	VOTED	<u>AYE</u>
SUPERVISOR WILLIAM W. MARTIN	VOTED	<u>AYE</u>

The motion to adopt the Resolution having received the majority of the vote of the members present, the President therefore declared the Resolution carried on this, the 2<sup>nd</sup> day of January, 2001.

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

**ORDER LAYING OVER BIDS RECEIVED THIS DATE FOR  
PROCUREMENT OF AERIAL PHOTOGRAPHY AND MAPPING  
SERVICES FOR TABULATION AND AWARD AT A LATER DATE**

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

1. That this Board, at a meeting heretofore held on the 6<sup>th</sup> day of November 2000, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Notice of Invitation for Bids for the procurement of aerial photography and mapping services.

2. That as directed in the aforesaid Order, said Notice of Invitation for Bids was published in The Sun Herald Newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi, for more than one year immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of the Board, by said Clerk exhibited to the Board and shows that said Notice was published on the 26<sup>th</sup> day of November 2000 and the 1<sup>st</sup> day of December 2000.

3. That publication of said Notice has been made once each week for two consecutive weeks, the last of which was at least seven working days prior to January 2, 2001, the day fixed for receiving said bids in the Order identified in paragraph one thereof; said Proof of Publication being in the following form, words, and figures, to-wit:

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## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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## PROOF OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

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

- Vol. 117 No., 57 dated 26 day of Nov, 20 00
- Vol. 117 No., 62 dated 1 day of Dec, 20 00
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Jeni Lively  
Clerk

Sworn to and subscribed before me this 1st day of December, A.D., 2000

Karen Shook  
Notary Public

My Commission expires October 15, 2003

Printer's Fee .....	\$ <u>95.26</u>
Furnishing proof of publication .....	\$ <u>6.00</u>
<b>TOTAL .....</b>	<b>\$ <u>101.26</u></b>

**NOTICE OF INVITATION FOR BIDS**

Sealed bids will be accepted by the Board of Supervisors of Harrison County, Mississippi at the board meeting room in the First Judicial District Courthouse in Gulfport, Mississippi until the hour of 10:00 a.m. on the 2nd day of January, 2001 for the procurement of aerial photography and mapping services. Specifications for said services may be obtained from the Harrison County Data Processing Coordinator in the First Judicial District Courthouse at 1801 23rd Ave, Gulfport, Mississippi, 39502. Telephone number (228) 865-4250.

Due to the complexities of the requirements and schedules a mandatory pre-bid conference will be held on the 6th of December 2000 at 10:00 a.m. in the Board meeting room in the First Judicial District Courthouse at 1801 23rd Ave, Gulfport, Mississippi. Failure to attend the pre-bid conference will result in non-acceptance of a Vendor's bid.

All bids must be on file with the Clerk of the Board on or prior to the hour and date first mentioned above. Must show the bidder's name and address; Must be sealed and clearly marked on the outside of the envelope as indicated "Bid on Aerial Photography to be opened on January 2, 2001." Envelopes not so marked 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 at the risk of the bidder and should be addressed to the Board of Supervisors, in care of the Clerk of the Board, Post Office Drawer CC, Gulfport, Mississippi, 39502. The County is NOT Responsible for bids that are mailed to the wrong address or that arrive in the mail after the designated opening time. Bids may be delivered in person to the Clerical Clerk at the Harrison County Courthouse, 1801 23rd Ave, Gulfport, until 5:00 p.m. Friday, December 29, 2000, or to the Board of Supervisors meeting room at the First Judicial District Courthouse, in Gulfport, Mississippi on January 2, 2001 prior to the opening time as listed above.

The Board of Supervisors will meet at the time and in the place stated first above in the notice and will then and there open, read aloud, consider and take such action as the Board may then determine on bids received in accordance with this notice. The Board reserves the right to reject any and all bids and to waive formalities. By Order of the Board of Supervisors, adopted on this 6th day of November 2000.

John McAdams  
Clerk of the Board of Supervisors  
By: Grand Stroggell, D.C.  
B-44 adv. 26, 12/1/21

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4. That bids were received at the time and place and in the manner provided in said Notice of Invitation for Bids, 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 the procurement of aerial  
photography and mapping services be, and the same is HEREBY  
ACKNOWLEDGED AND LAID OVER FOR ACTION AT A LATER DATE.

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

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

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

THIS the 2<sup>nd</sup> day of January 2001.

\* \* \*

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

**ORDER REAPPOINTING ROBERT WATTERS, JR. AS A MEMBER  
OF THE MISSISSIPPI GULF COAST COMMUNITY COLLEGE  
BOARD OF TRUSTEES FOR A TERM ENDING DECEMBER 31,  
2005**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY REAPPOINT Robert Watters, Jr. as a  
member of the Mississippi Gulf Coast Community College Board of Trustees  
for a term ending December 31, 2005.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 2<sup>nd</sup> day of January 2001.

\* \* \*

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

**ORDER APPROVING ADVERTISEMENT OF COUNTY  
RESOURCES IN THE AMOUNT OF \$1,500.00 BY PLACING AN  
AD IN THE COAST-WIDE DR. MARTIN LUTHER KING, JR. 2001  
CELEBRATION PROGRAM, PAYABLE FROM ESCROW FUNDS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE advertisement of County  
resources in the amount of \$1,500.00 by placing an ad in the coast-wide Dr.  
Martin Luther King, Jr. 2001 celebration program, payable from Escrow  
Funds.

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

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

**ORDER AUTHORIZING BROWN & MITCHELL, INC. TO DESIGN  
 PEDESTRIAN PATHWAY PROJECT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY AUTHORIZE Brown & Mitchell, Inc. to  
 design Pedestrian Pathway project.

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 <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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The following items came on for discussion by the Board:

a) Philip Shaw, Project Architect, reported that renovations to locking systems in pods A & C are completed.

b) District 4 Supervisor requested copy of the new employee handbook adopted by the Chancery Clerk. The Board also questioned update of the Board of Supervisors employee handbook. The Board Attorney is reviewing the proposed new handbook which includes recommendations made by Phelps & Dunbar.

c) Supervisor William Martin requested that the County Engineer inspect repairs of leaks at the Good Deeds Center.

d) Supervisor Connie Rockco inquired about MEMA's report on the Community Assistance Visit. The Code Administration has answered concerns and rectified 35 deficiencies out of 38.

e) Supervisor Marlin Ladner requested the Road Department to conduct a survey on Thompson Road to reduce speed limit from 25 to 15 miles per hour.

f) Supervisor William Martin inquired whether a new skate park manager had been hired. The County Administrator will review applications and set up interviews shortly.

\* \* \*



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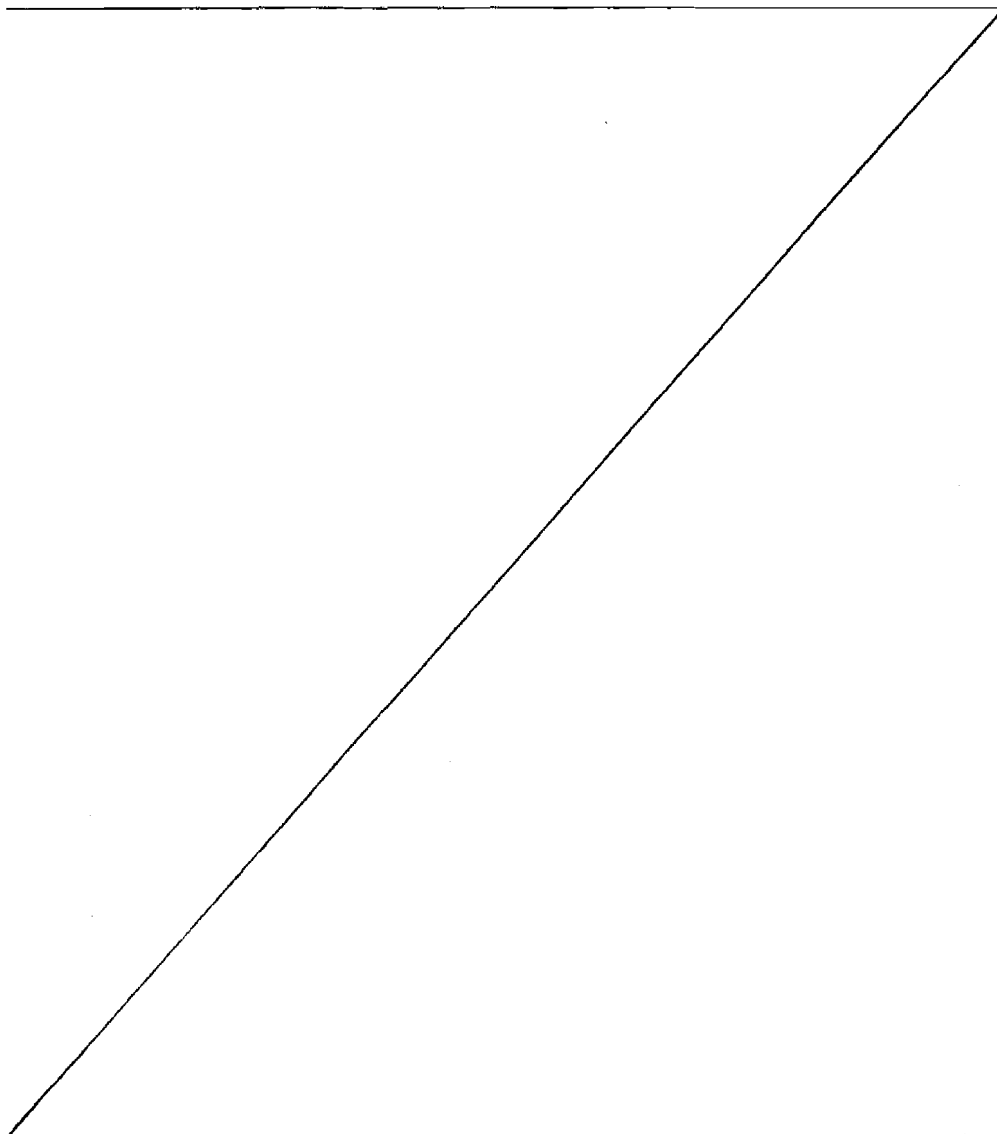
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING THE EMPLOYMENT OF CORRECTIONS  
MANAGEMENT SERVICES, INC. FOR ACCREDITATION OF THE  
DETENTION CENTER, AND AUTHORIZING THE BOARD  
PRESIDENT TO EXECUTE THE CONTRACT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE the employment of  
Corrections Management Services, Inc. for accreditation of the detention  
center.

The Board further HEREBY AUTHORIZES the Board President to execute  
the contract, same being as follows:



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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ACCREDITATION AND MANAGEMENT SERVICES CONTRACT

This Contract between Harrison County Board of Supervisors, P. O. Drawer CC, Gulfport, Mississippi, 39502, (hereinafter referred to as "Harrison County"), and Corrections Management Services, Incorporated, 3 North Square, Charleston, Mississippi, 38921 (hereinafter referred to as "CMS") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2000.

**W I T N E S S E T H:**

WHEREAS, the Harrison County Sheriff and Board of Supervisors desire to have the Harrison County Adult Detention Facility ("HCAADF") accredited by the American Correctional Association ("ACA"); and

WHEREAS, CMS desires to provide such services to Harrison County under the terms and conditions hereof;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree to the following:

**ARTICLE I: PROGRAM AND TREATMENT SERVICES**

1.1 General Engagement. Harrison County hereby engages CMS to provide ACA Management, and Consultation Services required for the facility to be accredited.

1.2 Scope of Services. CMS shall be the ACA Manager and Management consultant at the Facility. Responsibilities to include:

- a) Serving as ACA Accreditation Manager for the Sheriff/Administrator at the Facility.

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- b) Developing and implementing programs in accordance with ACA requirements and standards to include:
- A. Developing and/or revising Policy and Procedures to comply with ACA Standards
  - B. Security Audits
  - C. Emergency Plans
  - D. Inmate Classification System
  - E. Inmate Records System
  - F. Substance Abuse Treatment Program
  - G. GED Program
  - H. Chaplaincy and Religious Services
  - I. Law Library Services
  - J. Inmate Grievance Program
  - K. Case Management
  - L. Individual Counseling and Mental health Programs
  - M. Pre-Release Life Skills
  - N. Post Orders
- c) Providing consultant and technical assistance on compliance issues;
- d) Meeting with Sheriff or designee as often as needed for the purpose of ACA Accreditation and program evaluation and planning;
- e) Available for phone consults as required.
- f) CMS shall procure ACA Accreditation for the HCADF. The Facility Administrator shall comply with ACA standards as instructed by CMS.

**ARTICLE II: SECURITY**

HCADF will provide security services sufficient to enable CMS to safely and expeditiously provide consultation and services called for by this Agreement.

**ARTICLE III: PROGRAM FACILITIES**

HCADF will provide CMS with office space facilities, equipment and utilities necessary to the proper fulfillment of contract requirements.

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**ARTICLE IV: CONTRACT ADMINISTRATION**

4.1 Contract Manager. The Sheriff is designated Contract Manager and is responsible for enforcement of the Contract. The Sheriff shall serve as primary liaison with CMS and is responsible for the authorization of all payments under this Contract, subject to approval by Harrison County.

4.2 Governing Law. This Contract will be governed by and constructed in accordance with the laws of the State of Mississippi.

**ARTICLE V: TERM AND TERMINATION OF AGREEMENT**

5.1 Contract Term. This Agreement will become effective on the approval date and will be for the term of eighteen (18) months unless terminated earlier as defined below.

5.2 Termination. This Agreement, in whole or in part, may be terminated by either party with or without cause, upon ninety (90) days prior written notice to the other party. In the event of termination, all payments due CMS through the month of termination shall be paid by Harrison County to CMS, and CMS shall deliver to Harrison County all work product performed through the month of termination.

**ARTICLE VI: COMPENSATION**

Harrison County shall compensate CMS at the rate of \$4,000 per month. Payment shall be made on a monthly basis within fifteen (15) days of receipt of a proper invoice. CMS shall submit monthly statements which are to be paid on the monthly claims docket of the Board of Supervisors.

**ARTICLE VII: INDEPENDENT CONTRACTOR**

CMS is and shall be an independent contractor and, subject to the terms of this Agreement,

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shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship fo an employer-employee or principal-agent, or to otherwise create any liability for Harrison County whatsoever with respect to the indebtedness, liabilities, and obligations of the undersigned. The undersigned shall be solely responsible for payment of all Federal income, F.I.C.A. and other taxes owed or claimed to be owed by the undersigned, arising out of the undersigned's association with HCADF pursuant to this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

**CORRECTIONS MANAGEMENT SERVICES, INC.**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Edward N. Hargett  
President

**HARRISON COUNTY BOARD OF SUPERVISORS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
President, Board of Supervisors

APPROVED BY:

\_\_\_\_\_  
George H. Payne, Jr.  
Sheriff

DATE: \_\_\_\_\_

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

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

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

THIS the 2nd day of January 2001.

\* \* \*

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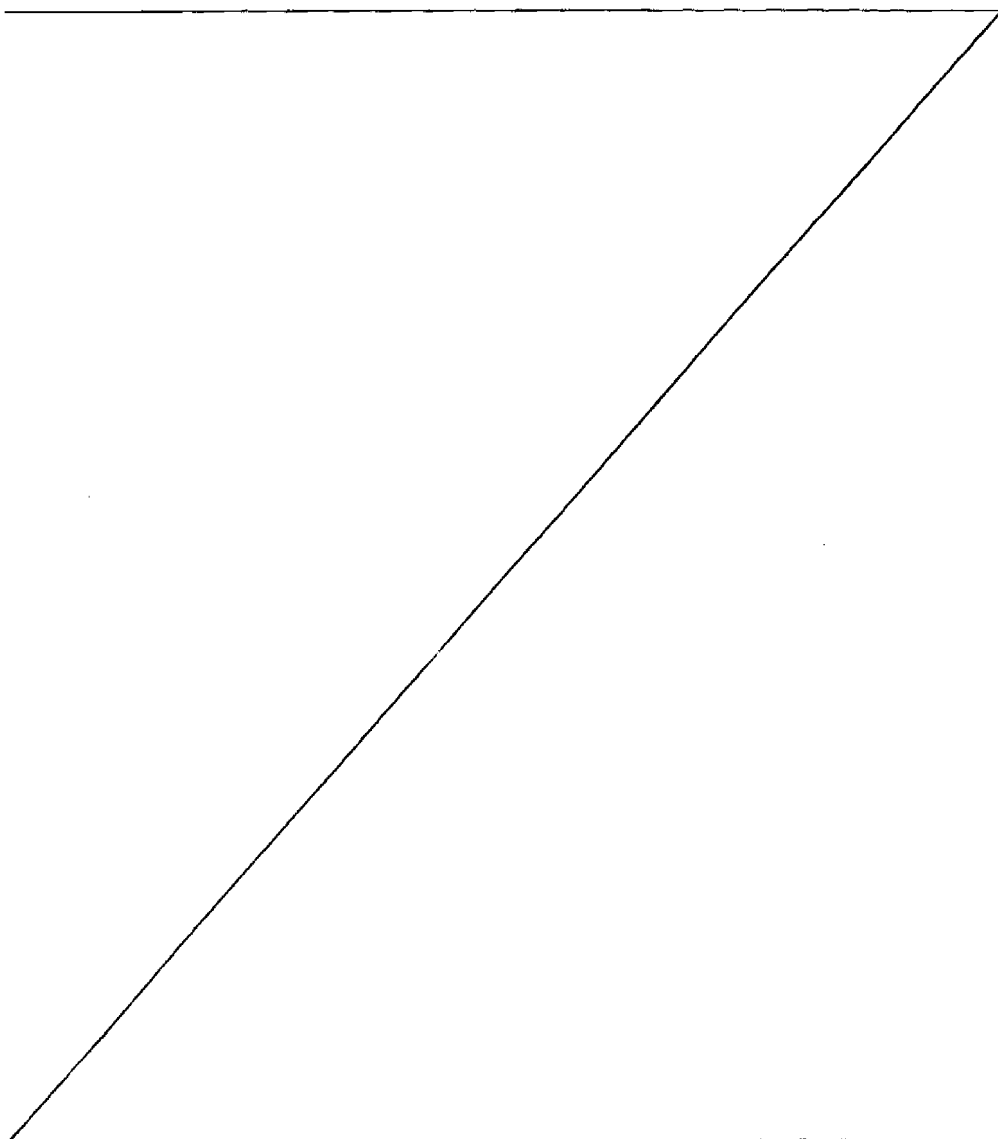
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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING AGREEMENT BY AND BETWEEN THE  
MISSISSIPPI BUREAU OF NARCOTICS AND TROY PETERSON  
AS NONCOMPENSATED SPECIAL CONTRACT AGENT, AND  
AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE agreement by and between  
the Mississippi Bureau of Narcotics and Troy Peterson as Noncompensated  
Special Contract Agent.

The Board further HEREBY AUTHORIZES the Board President to execute  
said agreement, same being as follows:



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Qualification Inquiry

Title 18, U. S. C., Section 922(g)(9) makes it a felony for anyone who has been convicted of a misdemeanor crime of domestic violence to possess any firearm or ammunition. "Misdemeanor crime of domestic violence" is generally defined as any offense--whether or not explicitly described in a statute as a crime of domestic violence--which has, as its factual basis, the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by the victim's current or former domestic partner, parent, or guardian. The law further provides:

"(B)(1) A person shall not be considered to have been convicted of such an offense for purposes of this chapter unless-

(I) the person was represented by counsel in the case or knowingly and intelligently waived the right to counsel in the case; and

(II) in the case of a prosecution for an offense described in the paragraph for which a person was entitled to a jury trial in the jurisdiction in which the case was tried, either

(aa) the case was tried by a jury, or

(bb) the person knowingly and intelligently waived the right to have the case tried by a jury, by guilty plea or otherwise.

(1) A person shall not be considered to have been convicted of such an offense for purposes of this chapter if the conviction has been expunged or set aside, or is an offense for which the person has been pardoned or has had civil rights restored...unless the pardon, expungement or restoration of civil rights expressly provides that the person may not ship, transport, possess or receive firearms."

Certification

Have you ever been convicted of a misdemeanor crime of domestic violence within the meaning of the statute?

Initial and date      Yes \_\_\_\_\_      No   X  

1. If you answered "yes" to this question, you must immediately turn over any Bureau issued firearms, ammunition, and credentials to the MBN district commander. In addition, any Bureau authorization to carry a personally-owned firearm and ammunition is rescinded. Further, your SCA contract will be immediately terminated.

I understand that if I am convicted of a misdemeanor crime of domestic violence in the future and am still an SCA of the Mississippi Bureau of Narcotics that I am required to notify the Bureau Director immediately following such conviction.

Name:   TROY PETERSON    
(PRINT OR TYPE)

Signature   *Troy Peterson*  

Date   9-12-00  

Witness \_\_\_\_\_



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STATE OF MISSISSIPPI  
 COUNTY OF HINDS

NONCOMPENSATED SPECIAL CONTRACT AGENT

CONTRACT

THIS AGREEMENT, made and entered into this 12 day of September  
~~19~~<sup>2000</sup> by and between the Director of the Mississippi Bureau of Narcotics, PO Box 7459, Jackson  
 MS 39282, hereinafter referred to as "Director", and TROY PETERSON, to be called a  
 NONCOMPENSATED SPECIAL CONTRACT AGENT, hereinafter referred to as "SCA".

WITNESSETH:

WHEREAS, the Director desires the benefit of the services of SCA for those purposes and  
 duties hereinafter enumerated, under the terms and conditions hereinafter set forth; and,

WHEREAS, the SCA is willing to provide such services on a noncompensated basis under  
 the terms and conditions hereinafter set forth; and,

WHEREAS, the Director and SCA recognize and understand that the specific legal authority  
 authorizing this contract is Section 41-29-112 of the Mississippi Code of 1972, as amended, all the  
 terms and provisions of which are incorporated herein and made a part hereof by reference;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the  
 SCA and the Director, to perform in accordance with the terms and conditions of this contract, the  
 Director, Mississippi Bureau of Narcotics, hereby designates SCA to be a Noncompensated Special  
 Contract Agent of the Mississippi Bureau of Narcotics with the authority, subject to the conditions  
 of this agreement, to exercise all powers necessary and incidental to the fulfillment of these  
 contractual obligations. SCA will be known and identify himself/herself as a special contract agent

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for **GULFPORT DISTRICT OFFICE**. Both the Director and SCA agree as follows:

**I. DUTIES**

SCA agrees and promises to perform services and duties as assigned by the Director of the Mississippi Bureau of Narcotics, or his designee, in accordance with Sections II through X below. Such services and duties to be assigned SCA shall be consistent with the accomplishment of the intent, purpose and objective of the Mississippi Uniform Controlled Substances Law, Section 41-29-101, et seq. of the Mississippi Code of 1972, as amended, and shall be necessary for the lawful detection and apprehension of violators of the law and for the lawful preservation and presentation of evidence of such violations to the appropriate Grand Jury, the proper prosecuting authority, and to the court. SCA will be assigned duties and have authority to act in cases related to drug investigations with the **GULFPORT DISTRICT OFFICE** only.

**II. STATUS OF SPECIAL CONTRACT AGENT**

SCA is a regular full-time employee of **HARRISON COUNTY SHERIFF'S DEPARTMENT** (as well as being a SCA) and while functioning as a regular full-time employee of said **SHERIFF'S DEPARTMENT** should be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment. SCA shall not be considered as an employee of the Mississippi Bureau of Narcotics for any purpose. While functioning as an SCA under this contract, he/she shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi, (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provision specifically relating to public employment, as the above provisions apply to the Bureau. The relationship now being formed does in no way guarantee

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full employment either in the present or future for the SCA now entering this agreement. SCA SHALL BE AN INDEPENDENT CONTRACTOR, and not receive compensation from the Bureau. While functioning as an SCA, he/she shall not be entitled to participate in any group health or life insurance plan offered by the Mississippi Bureau of Narcotics or the State of Mississippi through the Bureau nor shall he/she be entitled by this contract to coverage by Mississippi Workers' Compensation as applicable to the Mississippi Bureau of Narcotics. Further, badges, weapons, and other personal equipment will be furnished by the Special Contract Agent's permanent employer. However, appropriate credentials will be furnished by the Bureau for the SCA.

The SCA shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against him/her. However, legal representation will not be afforded SCA by the Bureau for claims or criminal charges arising from the performance of duties under this agreement. Said representation must come from the permanent employer of the SCA.

**III. SERVICES OF SCA**

SCA agrees to faithfully perform the duties assigned to him/her by the Bureau to the best of his/her ability. Further, SCA agrees to keep inviolate the confidences, secrets, and non-public information of the Mississippi Bureau of Narcotics, whether written or oral, and will not communicate same in any way unless authorized to do so. Moreover, SCA warrants that the performance of the duties assigned to him/her under this contract shall be conducted without conflict with his/her employment by any other federal, state, or local government agency. Duties performed and time devoted in the furtherance of this contract shall not interfere with, nor substitute for, the regular employment or the duties of SCA if otherwise employed or officially appointed. SCA agrees to follow Bureau methods and procedures to include: field testing, chain of custody, evidence

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handling, case reporting and handling of public funds. The Bureau agrees to train SCA in such Bureau methods and procedures.

The SCA agrees that he/she will not participate in drug enforcement activities outside the jurisdiction of his/her regular employment except under the direct supervision, direction and control of the Director of the Mississippi Bureau of Narcotics or his designee and will only participate in **GULFPORT DISTRICT OFFICE** cases.

**IV. DURATION OF CONTRACT AND TERMINATION REQUIREMENTS**

This contract shall commence on \_\_\_\_\_ and shall terminate on JULY 31, 2001, unless terminated otherwise as stated below. However, in no case shall the duration of this contract exceed one year, to be renewed at the option of both parties.

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by registered mail to the Mississippi Bureau of Narcotics, ATTENTION: Director, at PO Box 7459, Jackson MS 39282, or to SCA at \_\_\_\_\_ . Notice to the permanent employer of SCA will also be given by the Bureau. Notice given pursuant to the provisions of this paragraph shall be deemed sufficient for all purposes.

This contract shall automatically terminate at such time as SCA is no longer employed by the agency who sponsored SCA for appointment as a Noncompensated Special Contract Agent. SCA agrees to immediately notify the Director and the appropriate MBN District Commander in all instances of either job reassignment, suspension or termination by his/her sponsoring employer.

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Notice will not be required to terminate the authority to act as a SCA under these circumstances.

This contract shall automatically terminate upon the death of SCA and no notice of such termination shall be required.

This contract shall automatically terminate at such time as SCA shall be adjudicated insane or shall otherwise suffer physical or mental disabilities which render him/her incapable of fully performing the duties required of him/her by this contract. The Mississippi Bureau of Narcotics shall have sole discretion to determine whether SCA is suffering from such physical or mental disabilities which render him/her incapable of fully performing the duties required of him/her by this contract. Should this contract be terminated under this paragraph as a result of SCA's physical or mental disabilities, SCA shall be given immediate notice of said termination.

Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCA. SCA shall, as a condition to appointment as a SCA, meet the same requirements imposed on a Bureau agent regarding background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations provided, however, that SCA is not less than twenty-one (21) years of age. SCA understands that he/she may be subject to random urinalysis testing and/or polygraph testing at the option of the Director or his designee and that failure to comply will result in the termination of this Agreement.

V. ASSIGNABILITY

SCA shall not assign any of his/her rights or duties arising under this contract, without the

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express written consent of the Director. Such unauthorized assignment shall automatically terminate this contract and no notice of such termination shall be required.

**VI. ELIGIBILITY OF SCA**

SCA covenants as an express condition of his/her eligibility to become a Special Contract Agent that he/she is qualified to be a Mississippi Law Enforcement Officer under provisions of Section 45-6-11 of the Mississippi Code of 1972 and holds a valid professional certificate issued by the Board on Law Enforcement Officer Standards and Training. SCA must have completed the initial firearms training required by his/her permanent employer and show proof of meeting requalification requirements, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of SCA and his/her employer.

**VII. WAIVER OF CLAIM FOR DAMAGE**

SCA agrees and promises to make no claim against the Director, nor against any Agent, employee or other SCA of the Mississippi Bureau of Narcotics for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCA's duties. SCA assumes the risk of any and all conditions, situations and hazards while performing his/her duties and specifically waives any and all notice of the existence of such conditions.

**VIII. BONDED/INSURANCE**

SCA promises that he/she is an authorized **DEPUTY SHERIFF** and that prior to entering upon the discharge of duties as an SCA, he/she entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his office and said bond covers SCA when working outside the jurisdiction of his/her employer as an

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SCA. ANY AND ALL LIABILITY TO THIRD PERSONS NOT PARTIES TO THIS AGREEMENT SHALL BE THE TOTAL RESPONSIBILITY OF SCA, HIS/HER SURETY, OR THE LAW ENFORCEMENT UNIT, DEPARTMENT, OFFICE OR AGENCY WHEREIN SCA IS REGULARLY EMPLOYED. The SCA's employer does hereby sign below agreeing to the above stated indemnification and that the SCA is bonded and is individually named on the bond. SCA therefore indemnifies the Mississippi Bureau of Narcotics against any and all civil liability if such arises from the actions of SCA in the performance of contractual duties. Further, SCA certifies that his/her permanent employer has liability insurance that covers his/her performance of duty as an SCA and said insurance is effective outside the jurisdiction of the permanent employer.

**IX. MISCELLANEOUS**

Any requirement that the SCA adhere to the policies and procedures of the Mississippi Bureau of Narcotics manual does not cause the incorporation, by reference or otherwise, of the manual as part of this contract. No contractual obligations arise therefrom or accrue against the Mississippi Bureau of Narcotics.

This contract represents the sole and exclusive agreement between the parties hereto and any changes, modifications or amendments must be made in writing and signed by all parties.

This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.

The Mississippi Bureau of Narcotics, an agency of the State of Mississippi, in no way waives its sovereign immunity and such shall be controlling over any conflicting provision contained herein.

By affixing the signatures below, Director and SCA hereby cause this contract to take effect and both

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agree to be bound by the terms and conditions set forth above.

**X. SPECIAL PROVISIONS**

The Director reserves the right and in no way waives this right to conduct the customary and usual background investigation, including but not limited to the use of polygraph, urinalysis or other scientific tests.

As a condition before entering into this Agreement, SCA agrees to provide the Bureau on demand with information required to conduct a background investigation, satisfactory results of polygraph and urinalysis testing from sources acceptable to the Bureau, certification of Surety Bond/Liability Insurance Coverage, and certification of weapons qualification.

IN WITNESS WHEREOF, the parties have knowingly and willfully covenanted agreement on this the \_\_\_ day of \_\_\_\_\_, 2000.

MISSISSIPPI BUREAU OF NARCOTICS

BY: \_\_\_\_\_  
DIRECTOR

BY:  \_\_\_\_\_  
SPECIAL CONTRACT AGENT

\_\_\_\_\_  
WITNESS

I hereby request that the Director, Mississippi Bureau of Narcotics, appoint **TROY PETERSON** to be a Noncompensated Special Contract Agent under Section 41-29-112 of the Mississippi Code of 1972 and specifically agree to his/her serving as an SCA under the conditions set forth in this contract. I specifically understand that the Bureau will not provide legal representation for this SCA for any claims arising from the performance of duties or alleged performance of duty as an SCA and agree that all legal liabilities and costs are the responsibility of **HARRISON COUNTY**.

I certify that:

(1) He/She is bonded as a condition of his/her employment and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this officer is covered outside the jurisdiction of **HARRISON COUNTY** while working as an SCA.

(2) **HARRISON COUNTY** has liability insurance that covers its law enforcement officers while in the performance of duty as an SCA in the amount of \$ \_\_\_\_\_. Said insurance policy will



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remain in effect during the life of this contract. The undersigned agrees to immediately notify the Mississippi Bureau of Narcotics if said insurance policy is cancelled or modified in any way. I further certify that this officer is covered outside the jurisdiction of HARRISON COUNTY while working as an SCA.

(3) He/She has been certified under Section 45-6-11, Mississippi Code of 1972 by the Board on Law Enforcement Officer Standards and Training and that such certification is current.

(4) He/She has met the firearms training requirements of my law enforcement agency and that required requalifications are current and will remain current during the life of this contract. Further, he/she has not been convicted of a misdemeanor crime of domestic violence and may possess a firearm and ammunition without violation of 18 U.S.C. 922 (g)(9).

(5) That this request to appoint TROY PETERSON as an SCA and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the BOARD OF SUPERVISORS MEETING.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SHERIFF OF HARRISON COUNTY  
(Signature)

*George H. Payne Jr.*  
\_\_\_\_\_  
GEORGE H. PAYNE JR.  
(Printed Name)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BOARD OF SUPERVISORS

\_\_\_\_\_  
(Printed Name)

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**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 <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> 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 January 2001.

\* \* \*

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

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Supervisor Bobby Eleuterius moved the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS ACKNOWLEDGING RECEIPT OF THE APPLICATION OF COLUMBUS COMMUNITIES, LLC, FOR APPROVAL OF MASTER PLAN FOR TRADITION, A MASTER PLAN COMMUNITY, PROVIDING FOR PUBLIC NOTICE OF HEARING, AND FOR RELATED PURPOSES.

WHEREAS, on January 2, 2001, the Zoning Administrator of the Harrison County Zoning Office, presented to the Harrison County Board of Supervisors (hereafter "the Board"), the application of Columbus Communities, LLC, for approval of the Master Plan for Tradition, a Master Plan Community (hereafter "Columbus") pursuant to Section 501 of the Harrison County Zoning Ordinance; and

WHEREAS, the Board further acknowledges receipt of the proposed Development Agreement (hereafter "the Agreement") delivered by Columbus for consideration pursuant to Miss. Code Annotated Section 19-5-9 and 19-5-10 (Supp. 2000), et. seq.; and

WHEREAS, the Board finds that pursuant to such authorization, it should call a Special Meeting of the Board for the purpose of hearing comments from the applicant and the general public regarding the application for approval of the Master Plan and to consider whether to approve or disapprove the Master Plan and whether or not to accept and enter into the

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proposed Agreement.

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

SECTION I. Upon the adoption of this Resolution, the Board shall call for a Special Meeting of the Harrison County Board of Supervisors to be held on February 1, 2001, at 3:30 p.m. in the Board of Supervisors Meeting Room in the Harrison County Courthouse for the First Judicial District of Harrison County, Gulfport, Mississippi, for the purpose of hearing comments from the applicant and the general public regarding the application for approval of the Master Plan and for the purpose of considering whether to approve or disapprove the proposed Master Plan and whether or not to accept and enter into the proposed Agreement.

SECTION II. The Board shall invite Members of the Harrison County Planning Commission to attend this meeting along with the Zoning Administrator.

SECTION III. The Board requests the Zoning Administrator to give appropriate notice, by mail, to all adjacent property owners to the proposed development to provide notice of the hearing on the Master Plan pursuant to the Harrison County Zoning Ordinance.

SECTION IV. The Board directs the Clerk of the Board to give notice to the press and the general public of the Special

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Meeting to be held on February 1, 2001, at 3:30 p.m. in the Board of Supervisors Meeting Room at the Harrison County Courthouse in the First Judicial of Harrison County, Gulfport, Mississippi.

SECTION V. The public notice shall be published in the Sun Herald newspaper on January 11, 2001; January 18, 2001 and January 25, 2001.

Supervisor Connie Rockco seconded the Motion to adopt the above and foregoing Resolution whereupon the President put the question to a vote with the following results:

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

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Resolution adopted on this the 2nd day of January, 2001.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor Marlin R. Ladner moved the

adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD  
OF SUPERVISORS FINDING THAT THE COUNTY  
HAS NO OBJECTION TO THE PETITION FILED  
BY HENRY B. LOGAN AND MARLENE E. LOGAN  
TO VACATE A PORTION OF ALLEYWAY BETWEEN  
LOT 1 AND LOT 24, BLOCK 32, HENDERSON  
POINT HEIGHTS AND AUTHORIZING THE BOARD  
ATTORNEY TO SIGN AND ENTER A WAIVER,  
AND FOR RELATED PURPOSES.

WHEREAS, Henry B. Logan and Marlene E. Logan have heretofore filed their Petition to Vacate a portion of an alleyway between Lot 1 and Lot 24, Block 32, Henderson Point Heights Subdivision; and

WHEREAS, the Harrison County Engineer has advised the Board that it is not anticipated that the County would have any use for this alley in the foreseeable future and that it should have no objection to the vacation of same.

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

SECTION I. Upon the adoption of this Order, the Harrison County Board of Supervisors does hereby find that it should not interpose any objection to the Petition filed by Henry B. Logan and Marlene E. Logan to vacate a portion of an alleyway between Lot 1 and Lot 24, Block 32, Henderson Point Heights.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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SECTION II. That the Board Attorney should be authorized to execute a Waiver of Process on behalf of the Board and to attach a certified copy of this Resolution to same for filing with the Court.

Supervisor Connie Rockco seconded the Motion to adopt the above and foregoing Order whereupon the President put the question to a vote with the following results:

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

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 2nd day of January, 2001.

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

**ORDER APPROVING THE EMPLOYMENT OF MEADOWS &  
RILEY TO REPRESENT THE BOARD OF SUPERVISORS IN  
PETITIONS OF APPEALS OF TAX ASSESSMENT, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Meadows & Riley to represent the Board of Supervisors in petitions of appeals of tax assessment, as listed:

- a) Cause A-2402-2000-287 styled *Treasure Bay Corp. v. Harrison County*;
- b) Cause A-2402-2000-280 styled *Beau Rivage Resorts, Inc. v. Board of Supervisors of Harrison County, Mississippi*.

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

Supervisor BOBBY ELEUTERIUS voted	(ABSENT & EXCUSED)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

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

THIS the 2nd day of January 2001.

\* \* \*



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

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

**ORDER ACCEPTING THE LOW BID OF H. G. MYRICK IN THE  
AMOUNT OF \$249,750 FOR THE HARRISON COUNTY SOCCER  
COMPLEX CONCESSION FACILITY, AS RECOMMENDED BY THE  
COUNTY ENGINEER, AND AUTHORIZING THE BOARD  
PRESIDENT TO EXECUTE THE CONTRACT**

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

1. That this Board, at a meeting heretofore held on the 14<sup>th</sup> day of November 2000, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for Harrison County Soccer Complex Concession Facility at Harrison County, Mississippi.

2. That as directed in the aforesaid Order, said Advertisement for Bids was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one year next immediately preceding the date of said Order directing publication of said Advertisement, and that the Publisher's Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Advertisement was published on November 20 and 27, 2000.

3. That publication of said advertisement was made once each week for two consecutive weeks, the last of which was at least seven working days prior to December 19, 2000, the day fixed for receiving said bids in the Order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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PROOF OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

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

Vol. 117 No., 51 dated 20 day of Nov, 2000  
Vol. 117 No., 58 dated 27 day of Nov, 2000  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Jani Livery  
Clerk

Sworn to and subscribed before me this 29th day of November, A.D., 2000

Karen Shook  
Notary Public

My Commission Expires October 15, 2003

Printer's Fee ..... \$ \_\_\_\_\_  
Furnishing proof of publication ..... \$ \_\_\_\_\_  
TOTAL ..... \$ \_\_\_\_\_

ADVERTISEMENT FOR BIDS  
The Harrison County Board of Supervisors, Gulfport, Mississippi, will receive bids for:  
HARRISON COUNTY SOCCER COMPLEX CONCESSION FACILITY at HARRISON COUNTY, MISSISSIPPI, at the BOARD MEETING ROOM, FIRST JUDICIAL COURTHOUSE, GULFPORT, MISSISSIPPI, until 2:00 o'clock P.M., TUESDAY, DECEMBER 19, 2000 and then at said office, bids will be publicly opened and read aloud.  
A single stipulated sum bid for certain bid items will be received for all work required by the Contract Documents in accordance with the Instruction to Bidders.  
Copies may be obtained at the office of the County Engineer, 15309-C Community Road, Gulfport, MS.  
Contract Documents, are on file at the offices of the County Engineer at 15309-C Community Road, Gulfport, MS and John McAdams, Clerk of the Board of Supervisors at the Harrison County Courthouse, Gulfport, Mississippi.  
Bidders shall comply with the laws of the State of Mississippi requiring a Certificate of Responsibility.  
The Owner reserves the right to reject any or all bids or to waive any formalities in the bidding.  
Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Instructions to Bidders.  
Bids may be held by the Owner for a period not to exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.  
By Order of the Board of Supervisors, adopted November 14, 2000.  
John McAdams  
Clerk of the Board of Supervisors  
Harrison County, Mississippi  
By Brandi Simpson, D.C.  
(SEAL)  
A-91,adv.25,27,2T 256235

4. That bids were received at the time and place and in the manner provided in said Advertisement for Bids. The following bids were received:

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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*BID PROPOSAL*

Date December 19, 2000

Proposal of LLOYD T. MOON INCORPORATED

(hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi

doing business as a Corporation

\* Insert corporation, partnership or individual as applies

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

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

***HARRISON COUNTY SOCCER COMPLEX  
CONCESSION FACILITY***

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the entire project within **150 consecutive calendar days** thereafter as stated hereafter in this proposal.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**BID ITEM NO. 1**

Bidder agrees to construct the Soccer Complex Concession Facility as described in the specifications and shown on the plans, for the lump sum price of:

*Two hundred eighty-nine thousand six hundred <sup>fifty-seven & no cents</sup> dollars (\$ 289,657<sup>00</sup>)*

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:  
 LLOYD T. MOON INCORPORATED

By: *Norma J. McMahon*  
 (Seal - if bid is by corporation)  
 Norma J. McMahon, Vice President

Address: P. O. Box 1165

Biloxi, MS 39533

Phone: 228-374-6666

Miss. Certificate of Responsibility No. 03420

Miss. Contractor's Special Privilege Tax  
 License No. 0044949

City of Biloxi Privilege Tax  
 License No. 8-010100

*Deduct \$ 2,000 from bid item 1  
 two thousand & no cents  
 Thomas Moon Jr.  
 Vice President*

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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United States Fidelity and Guaranty Company  
 Baltimore, Maryland  
 A Stock Company



**Bid Bond**

Bond Number .....

Know All Men By These Presents:

That LLOYD T. MOON INCORPORATED

of P. O. BOX 1165, BILOXI, MS 39533

....., as Principal, and United States Fidelity and Guaranty Company, a Maryland corporation, as Surety, are held and firmly bound unto

HARRISON COUNTY BOARD OF SUPERVISORS, GULFPORT, MS

as Obligee, in the full and just sum of FIVE PERCENT (5%) OF THE AMOUNT BID

..... Dollars.

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said Principal is herewith submitting its proposal for:

HARRISON COUNTY SOCCER COMPLEX CONCESSION FACILITY

The Condition Of This Obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered DECEMBER 19, 2000

(Date)

*Norma J. McRaker*

LLOYD T. MOON INCORPORATED (Seal)

*Lloyd T. Moon*  
 Lloyd T. Moon, President (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

*Catherine C. Fountain*

Catherine C. Fountain  
 Mississippi Resident Agent

Attorney-in-fact

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

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***BID PROPOSAL***

Date DECEMBER 19, 2000

Proposal of BEACON CONTRACTORS, INC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of MISSISSIPPI

doing business as CORPORATION

\* Insert corporation, partnership or individual as applies

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

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

***HARRISON COUNTY SOCCER COMPLEX  
CONCESSION FACILITY***

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the entire project within *150 consecutive calendar days* thereafter as stated hereafter in this proposal.

Bidder acknowledges receipt of the following addendum: (NONE RECEIVED AS OF THIS DATE)

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

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**BID ITEM NO. 1**

Bidder agrees to construct the Soccer Complex Concession Facility as described in the specifications and shown on the plans, for the lump sum price of:

two hundred + sixty four thousand + two hundred dollars (\$ 264,200.00)

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:

By: Bobby Irby  
 (Seal - if bid is by corporation)  
 BOBBY IRBY, PRESIDENT

Address: P.O. DRAWER 6129

8579 OAKLAWN ROAD

BILOXI, MS 39532

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**Bid Bond**

KNOW ALL PERSONS BY THESE PRESENTS, That we  
BEACON CONTRACTORS, INC.

of P. O. DRAWER 6129, BILOXI, MS 39532, hereinafter referred to as the Principal, and  
CONTINENTAL CASUALTY COMPANY  
as Surety, are held and firmly bound unto HARRISON COUNTY BOARD OF SUPERVISORS

of GULFPORT, MS, hereinafter referred to as the Obligee, in the sum of  
FIVE PERCENT (5%) OF THE AMOUNT BID-----

Dollars (\_\_\_\_\_), for the payment of which we bind ourselves, our legal representatives, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for  
HARRISON COUNTY SOCCER COMPLEX  
CONCESSION FACILITY

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified,  
enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents  
with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer  
by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in  
full force and effect.

SIGNED, SEALED AND DATED this 19TH day of DECEMBER, 2000

BEACON CONTRACTORS, INC.  
(Principal)  
By: Bobby Irby (Seal)  
Bobby Irby, President

CONTINENTAL CASUALTY COMPANY  
(Surety)  
By: Catherine Fountain (Seal)  
Catherine Fountain Attorney-in-fact  
Mississippi Resident Agent



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

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We build trust.

December 19, 2000

TO: Harrison County Board of Supervisors  
 Harrison County, Mississippi

RE: Harrison County Soccer Complex Concession Facility

Gentlemen:

Please ADD/DEDUCT the following amount from our Base Bid  
 the sum of:

\$ 3,250<sup>00</sup>/<sub>100</sub>  
 THREE THOUSAND TWO HUNDRED + FIFTY<sup>00</sup>/<sub>100</sub>

Sincerely,

H. GORDON MYRICK, INC.

H. Gordon Myrick, Jr.  
 President

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

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*BID PROPOSAL*

Date December 19, 2000

Proposal of H. Gordon Myrick, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_

doing business as corporation

\* Insert corporation, partnership or individual as applies

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

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

***HARRISON COUNTY SOCCER COMPLEX  
CONCESSION FACILITY***

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the entire project within *150 consecutive calendar days* thereafter as stated hereafter in this proposal.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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---

**BID ITEM NO. 1**

Bidder agrees to construct the **Soccer Complex Concession Facility** as described in the specifications and shown on the plans, for the lump sum price of:

Two Hundred Fifty-three thousand dollars and 00/100's dollars (\$ 253,000.00\*\*\*\*)

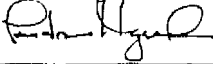
The above price shall include all labor, materials, overhead, profit, insurance, etc. to cover finished work as specified.

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:  
 H. Gordon Merrick, Jr., President

By:   
 (Seal - if bid is by corporation)

Address: P.O. Box 1479

Gulfport, MS 39502

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**THE AMERICAN INSTITUTE OF ARCHITECTS**



AIA Document 310

**Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS,** H. Gordon Myrick, Inc.  
that we P.O. Box 1479, Gulfport, MS 39501  
as Principal, hereinafter called the American Home Assurance Company  
Principal, and 70 Pine Street, New York, New York 10270

a corporation duly organized under the laws of the State of New York  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
Harrison County, Mississippi, Board Meeting Room, First Judicial District Courthouse  
Gulfport, Mississippi

as Oblige, hereinafter called the Oblige, in the sum of 5% of Amount Bid  
Dollars (\$) ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for  
Harrison County Soccer Complex Concession Facility  
Gulfport, Mississippi

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the  
prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal  
to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to  
exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may  
in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and  
void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of December, 2000

*Cheryl Verbeven* (Witness) { H. GORDON MYRICK, INC. (Seal)  
*[Signature]* President (Title)  
H. Gordon Myrick, Jr. (Title)

*Rhonda Broome* (Witness) { AMERICAN HOME ASSURANCE COMPANY (Seal)  
*[Signature]* Kathleen Morrison, Attorney-In-Fact (Title)

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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***BID PROPOSAL***

Date 12/19/00

Proposal of J.W. Puckett & Co., Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi

doing business as Corporation

\* Insert corporation, partnership or individual as applies

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

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

***HARRISON COUNTY SOCCER COMPLEX  
CONCESSION FACILITY***

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the entire project within *150 consecutive calendar days* thereafter as stated hereafter in this proposal.

Bidder acknowledges receipt of the following addendum:

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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---

**BID ITEM NO. 1**

Bidder agrees to construct the Soccer Complex Concession Facility as described in the specifications and shown on the plans, for the lump sum price of:

TWO HUNDRED SEVENTY SIX THOUSAND <sup>SIX HUNDRED & NO</sup> dollars (\$ 276,600<sup>00</sup>)

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:

Address: J.W. Puckett & Co., Inc.

By: Robert D. Lawrence  
 (Seal - if bid is by corporation)  
 Robert D. Lawrence  
 Vice-President

1899 28th Street

Gulfport, MS 39501

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### JANUARY 2001 TERM

Bond No.



## The Ohio Casualty Insurance Company

136 North Third Street, Hamilton, Ohio 45012

### BID BOND

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we **J.W.Puckett & Company, Inc.**

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company of Hamilton, Ohio

a corporation duly organized under the laws of the State of Ohio

as Surety, hereinafter called the Surety, are held and firmly bound unto **Harrison County Board of Supervisors**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Contractors Total Bid**

Dollars (\$ \_\_\_\_\_ )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Harrison County Soccer Complex Concession Facility**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **19th** day of **December** **2000**

*James J. [Signature]*  
(Witness)

J.W.Puckett & Company, Inc.  
(Principal) (Seal)  
*[Signature]*  
(Title)

*Jackie Lopez*  
(Witness)

The Ohio Casualty Insurance Company  
(Surety) (Seal)  
By *Deborah M. Ellis*  
Deborah M. Ellis (Attorney-in-Fact)  
Mississippi Resident Agent

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

---

*BID PROPOSAL*

Date DECEMBER 19, 2000

Proposal of J.O. COLLINS CONTRACTOR, INC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of MISSISSIPPI  
 doing business as CORPORATION

\* Insert corporation, partnership or individual as applies

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

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

***HARRISON COUNTY SOCCER COMPLEX  
 CONCESSION FACILITY***

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the entire project within *150 consecutive calendar days* thereafter as stated hereafter in this proposal.

Bidder acknowledges receipt of the following addendum:

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

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**BID ITEM NO. 1**

Bidder agrees to construct the **Soccer Complex Concession Facility** as described in the specifications and shown on the plans, for the lump sum price of:

Two HUNDRED EIGHTY FIVE THOUSAND<sup>+</sup> <sup>00</sup> dollars (\$285,000<sup>00</sup>)

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

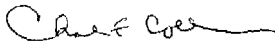
Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:

Address: J.O. COLLINS CONTRACTOR, INC.

  
 By: CHARLES F. COLLINS  
 (Seal - if bid is by corporation)

P.O. BOX 1205  
BILOXI, MS 39531

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

United States Fidelity and Guaranty Company  
Baltimore, Maryland  
A Stock Company



**Bid Bond**

Bond Number .....

Know All Men By These Presents:

That J.O. COLLINS CONTRACTOR, INC.  
..... of P.O. BOX 1205, BILOXI, MS 39533  
....., as Principal, and United States Fidelity and Guaranty  
Company, a Maryland corporation, as Surety, are held and firmly bound unto  
HARRISON COUNTY BOARD OF SUPERVISORS  
as Oblige, in the full and just sum of FIVE PERCENT (5%) OF THE AMOUNT BID

..... Dollars,  
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said Principal is herewith submitting its proposal for:  
**HARRISON COUNTY SOCCER COMPLEX  
CONCESSION FACILITY**

The Condition Of This Obligation is such that if the aforesaid Principal shall be awarded the contract the said  
Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the  
performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will  
pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the  
Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event  
shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered DECEMBER 19, 2000  
(Date)

*Chris F. Cole*  
.....

J.O. Collins Contractor, Inc. (Seal)

*J.O. Collins*  
..... (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

*Ann L. Leslie*  
Ann L. Leslie Attorney-in-fact  
Mississippi Resident Agent

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

---

*BID PROPOSAL*

Date December 19, 2000

Proposal of Samuel B. Day Construction, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi

doing business as corporation

\* Insert corporation, partnership or individual as applies

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

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

***HARRISON COUNTY SOCCER COMPLEX  
CONCESSION FACILITY***

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the entire project within *150 consecutive calendar days* thereafter as stated hereafter in this proposal.

Bidder acknowledges receipt of the following addendum:

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

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**BID ITEM NO. 1**

Bidder agrees to construct the **Soccer Complex Concession Facility** as described in the specifications and shown on the plans, for the lump sum price of:

Two hundred eighty-one thousand seven hundred ~~thirty~~ dollars (\$281,700.<sup>00</sup>)

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:  
 Samuel B. Fay Construction, Inc.

Address: 15296 South Swan Road

Gulfport, MS 39503

By: [Signature]  
 (Seal - if bid is by corporation)

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

Bond No.



**The Ohio Casualty Insurance Company**

136 North Third Street, Hamilton, Ohio 45012

**BID BOND**

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we **Samuel B. Day Construction, Inc.**

as Principal, hereinafter called the Principal, and THE OHIO CASUALTY INSURANCE COMPANY of Hamilton, Ohio

a corporation duly organized under the laws of the State of Ohio

as Surety, hereinafter called the Surety, are held and firmly bound unto **Harrison County Board of Supervisors**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount Bid**-----

Dollars (\$ \_\_\_\_\_ )

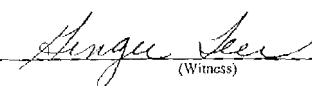
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

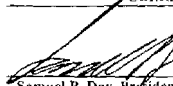
WHEREAS, the Principal has submitted a bid for

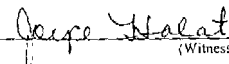
**Harrison County Soccer Complex Concession Facility**

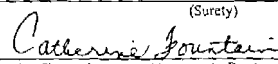
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **19<sup>th</sup>** day of **December** **2000**

  
\_\_\_\_\_  
(Witness)

**Samuel B. Day Construction, Inc.**  
\_\_\_\_\_  
(Principal) (Seal)  
  
\_\_\_\_\_  
Samuel B. Day, President (Title)

  
\_\_\_\_\_  
(Witness)

**THE OHIO CASUALTY INSURANCE COMPANY**  
\_\_\_\_\_  
(Surety) (Seal)  
By   
\_\_\_\_\_  
Catherine Fountain (Attorney-in-Fact)  
Mississippi Resident Agent

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

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***BID PROPOSAL***

Date DECEMBER 19, 2000

Proposal of KENNETH E. LADNER

(hereinafter called "Bidder"), organized and existing under the laws of the State of MISSISSIPPI  
 doing business as K.E.L. CONSTRUCTION COMPANY, INC.

\* Insert corporation, partnership or individual as applies

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

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

***HARRISON COUNTY SOCCER COMPLEX  
 CONCESSION FACILITY***

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the entire project within *150 consecutive calendar days* thereafter as stated hereafter in this proposal.

Bidder acknowledges receipt of the following addendum:     NONE

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

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**BID ITEM NO. 1**

Bidder agrees to construct the Soccer Complex Concession Facility as described in the specifications and shown on the plans, for the lump sum price of:

THREE HUNDRED TWENTY THOUSAND SIX HUNDRED FIFTY-FIVE <sup>00/100.</sup> & dollars (\$320,655.00 )

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:

Address: 16350 LAINS ROAD

By: *Kenneth E. Ladner*  
 (Seal - if bid is by corporation)

P.O. BOX 610  
SAUCIER, MS 39574

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

Any correspondence in relation to this bond should be directed to:  
BOND DEPT  
WAUSAU INSURANCE COMPANIES  
PO BOX 8017  
WAUSAU WI 54402-8017  
1-800-435-4401



Wausau Insurance Companies

Bid or Proposal Bond

KNOW ALL MEN BY THESE PRESENTS:

That We, K.E.L. Construction Company, Inc.

16350 Lains Road, P O B6x 610, Saucier, MS 39574  
(hereinafter called the principal), as principal, and EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation organized and doing business under and by virtue of the laws of the State of Wisconsin, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Mississippi as Surety, are held and firmly bound unto Harrison County Board of Supervisors, 1801 23rd Ave., Gulfport, MS 39501

(hereinafter called the Obligee) in the just and full sum of Five Percent (5%) of The Bid Dollars (5% of Bid) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal for the Harrison County Soccer Complex  
Concession Facility

in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 18th day of December, 2000.

K.E.L. Construction Company, Inc.  
(Principal) (Seal)  
By Kenneth E. Ladner  
Kenneth E. Ladner, President

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company  
Surety (Seal)  
By Steven E. Lee  
Steven E. Lee (Authorized Fact)



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

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*BID PROPOSAL*

Date December 19, 2000

Proposal of SCHWEGMAN CONSTRUCTORS AND ENGINEERS, INC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of MISSISSIPPI  
 doing business as CORPORATION

\* Insert corporation, partnership or individual as applies

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

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

***HARRISON COUNTY SOCCER COMPLEX***  
***CONCESSION FACILITY***

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the entire project within *150 consecutive calendar days* thereafter as stated hereafter in this proposal.

Bidder acknowledges receipt of the following addendum:

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

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**BID ITEM NO. 1**

Bidder agrees to construct the Soccer Complex Concession Facility as described in the specifications and shown on the plans, for the lump sum price of:

THREE HUNDRED THIRTY SEVEN THOUSAND & FIVE HUNDRED <sup>00</sup>/<sub>100</sub> DOLLARS (\$ 337,500 )

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the final contract within 5 days.

Respectfully submitted:  
 SCHWEGMAN CONSTRUCTORS AND ENGINEERS, INC.

Address: \_\_\_\_\_

P O BOX 1447

By: J. P. SCHWEGMAN  
 (Seal - if bid is by corporation) PRESIDENT

GAUTIER, MS 39553-1447

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



ST. PAUL MERCURY  
INSURANCE COMPANY  
St. Paul, Minnesota  
A Capital Stock Company

**BID BOND**

Approved by The American Institute of Architects,  
A. I. A. Document A 310 Feb. 1970 Edition

KNOW ALL MEN BY THESE PRESENTS, that we SCHWEGMAN CONSTRUCTORS AND ENGINEERS, INC.,  
P. O. BOX 1447, GAUTIER, MS 39553

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the ST. PAUL MERCURY INSURANCE COMPANY, a corporation duly organized under the laws of the  
State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
BOARD OF TRUSTEES, HARRISON COUNTY

\_\_\_\_\_ as Obligee, hereinafter called the Obligee,  
in the sum of FIVE PERCENT (5%) OF THE AMOUNT BID \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety,  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
HARRISON COUNTY SOCCER COMPLEX CONCESSION FACILITY  
GULFPORT, MISSISSIPPI

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a  
contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified  
in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract  
and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure  
of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the  
difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for  
which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this  
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19TH day of DECEMBER A.D. 2000

Kay Bryant (Witness) } Schwegman Constructors and Engineers, Inc. (Seal)  
Joseph Halat (Witness) } \_\_\_\_\_ (Title)  
J. P. Schwegman President  
St. Paul Mercury Insurance Company (Seal)  
By Catherine C. Fountain  
Catherine C. Fountain (Attorney-in-fact)  
Mississippi Resident Agent  
Printed with permission of The American Institute of Architects

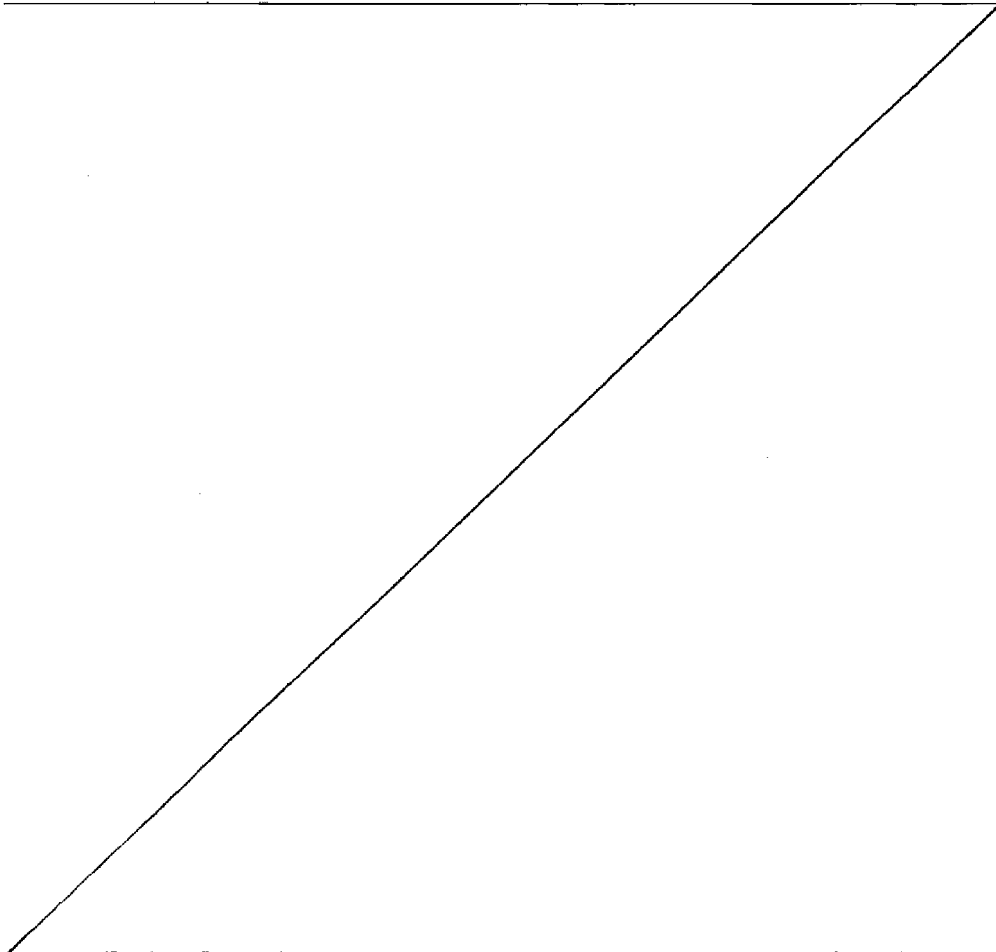
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JANUARY 2001 TERM**

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5. The Board does hereby find, upon the recommendation of the County Engineer, that the bid of H. G. MYRICK , in the total amount of TWO HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$249,750.00), is the lowest bid meeting specifications and, therefore, the best received for the Harrison County soccer complex concession facility, and that said bid is reasonable and fair and should be accepted. It is therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the bid of H. G. Myrick be, and the same is HEREBY ACCEPTED for the Harrison County soccer complex concession facility, at and for a consideration of TWO HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$249,750.00).

IT IS FURTHER ORDERED that the Board President is HEREBY AUTHORIZED to execute the contract, same being as follows:



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

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**EJCDC**  
**STANDARD FORM OF AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the 8th day of January in the year 20 01 by and between Harrison County, State of Mississippi

Harrison County Board of Supervisors (hereinafter called OWNER) and  
H.G. Myrick (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

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

Harrison County Soccer Complex Concession Facility

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

Entire Project

**Article 2. ENGINEER.**

The Project has been designed by Harrison County Engineering Department

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

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

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**Article 3. CONTRACT TIMES.**

3.1 The Work will be substantially completed on or before June 12, 2001, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before June 26, 2001.

3.1 The Work will be substantially completed within 150 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 150 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 Two Hundred Dollars 00/100 dollars (\$ 200.00) 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 Two Hundred Dollars 00/100 dollars (\$ 200.00) 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)*



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

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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 10th 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.

90 % 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.

90 % (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 98 % 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.



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

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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

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

**ORDER REAPPOINTING HARRY R. ALLEN AS A MEMBER OF THE  
GULF COAST MENTAL HEALTH - MENTAL RETARDATION REGION  
XIII FOR A TERM ENDING DECEMBER 31, 2004**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY REAPPOINT Mr. Harry R. Allen as a  
member of the Gulf Coast Mental Health - Mental Retardation Region XIII for a  
four year term ending December 31, 2004.

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

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

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

THIS, the 2<sup>nd</sup> day of January 2001.

\* \* \*

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

ENTER Closed Session to discuss whether to enter Executive Session to discuss the following:

- a) Personnel matter with the County Administrator;
- b) Litigations styled, as follows:
  1. *Beau Rivage v. Harrison County*;
  2. *Imperial Palace v. Harrison County*;
  3. *Isle of Capri v. Harrison County*;
  4. *Treasure Bay v. Harrison County*;
  5. *Harrison County v. Gulf Coast Pre-Stress*.

There was a unanimous vote by the Board to enter Closed Session.

ALL ORDERED AND DONE, this the 2<sup>nd</sup> day of January 2001.

\* \* \*

Supervisor **BOBBY ELEUTERIUS** moved, and Supervisor **CONNIE M.**

**ROCKCO** seconded the following:

ENTER Executive Session.

There was a unanimous vote by the Board to enter Executive Session.

ALL ORDERED AND DONE, this the 2<sup>nd</sup> day of January 2001.

\* \* \*

(SUPERVISOR ROCKCO OUT ON VOTE)

Supervisor **WILLIAM W. MARTIN** moved, and Supervisor **BOBBY**

**ELEUTERIUS** moved the following:

RECONVENE from Executive Session.

There was a unanimous vote by the Board to reconvene from Executive Session.

The Board Attorney reported that the Board received an update on a personnel matter and the above listed litigations. No action was taken.

ALL ORDERED AND DONE, THIS THE 2<sup>nd</sup> day of January 2001.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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(SUPERVISOR ROCKCO OUT ON VOTE)

Supervisor Marlin R. Ladner moved the

adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD  
OF SUPERVISORS APPROVING THE SETTLEMENT  
IN CAUSE NO. A2401-99-0009 STYLED  
HARRISON COUNTY VS. GULF COAST PRE-STRESS,  
INC. IN THE AMOUNT OF \$25,000.00 FOR  
PAYMENT OF DAMAGES TO BAYOU PORTAGE BRIDGE  
AND \$3,000.00 FOR REIMBURSEMENT OF FEES  
AS RECOMMENDED BY THE BOARD ATTORNEY,  
AND FOR RELATED PURPOSES.

WHEREAS, a barge under the control and operation of Gulf Coast Pre-Stress struck Bayou Portage Bridge and caused extensive damage; and

WHEREAS, Gulf Coast Pre-Stress has offered to pay the sum of \$25,000.00 for damages to the Bayou Portage Bridge and to pay \$3,000.00 representing reimbursement of fees expended by the County; and

WHEREAS, upon recommendation of the Board Attorney, it is found that this would be a reasonable settlement and should be accepted.

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

SECTION I. Upon the adoption of Order, Harrison County accepts the settlement offer of Gulf Coast Pre-Stress, Inc. in the amount of \$25,000.00 for payment of damages to Bayou Portage Bridge and the payment of \$3,000.00 for reimbursement of fees

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heretofore incurred by Harrison County in pursuing the collection of these funds.

SECTION II. A certified copy of this Order shall be provided to the Board Attorney for forward same to Gulf Coast Pre-Stress, Inc. to receive these funds.

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,	<u>Aye</u> ,
Supervisor MARLIN LADNER	voted,	<u>Aye</u> ,
Supervisor LARRY BENEFIELD	voted,	<u>Aye</u> ,
Supervisor CONNIE ROCKCO	voted,	<u>(Out on vote)</u>
Supervisor WILLIAM MARTIN	voted,	<u>Aye</u> .

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 2nd day of January, 2001.

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

**ORDER APPROVING THE EMPLOYMENT OF MEADOWS &  
RILEY TO REPRESENT HARRISON COUNTY IN TAX  
CONFIRMATION LAWSUITS, AS LISTED:**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE the employment of  
Meadows & Riley to represent Harrison County in tax confirmation lawsuits, as  
listed:

- a) Civil Action No. C2402 00-1194 styled *Randolph F. Fagan and Joedna  
R. Fagan v. Wilbert Sidney, et al.*
- b) Civil Action No. C2402 00-1197 styled *Randolph F. Fagan and Joedna  
R. Fagan v. Aloha Sports, Inc. et al.*

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

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

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

THIS the 2nd day of January 2001.

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ORDERED that the Board RECESS IN THE FIRST JUDICIAL DISTRICT until  
January 22, 2001.

THIS, the 2nd day of January 2001.

  
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**LARRY BENEFIELD**  
**PRESIDENT**