

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

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The Board met **April 23, 2001**, pursuant to recess taken April 2, 2001, in the meeting room for the Board of Supervisors in the First Judicial District courthouse in Gulfport, Harrison County, Mississippi. All Supervisors were present.

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

\* \* \*

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Michael Olivier, Executive Director of the Harrison County Development Commission, and Larry Lewis, Brown & Mitchell, discussed with the Board the Coastal Impact Assistance Program, giving an update on which projects will be eligible this program.

\* \* \*

Dr. Travnicek, District Health Officer, and Taylor Guild, Architect, inquired when the bids were to be received for the new Health Department Building, and to inform the Board they were still looking for a new location to lease possibly until the new office is completed.

\* \* \*

The matter considering tap fee wavier of \$1,250.00 south of I-10 on Canal Road for Faith Baptist Church, as recommended by Bobby Knesal, County Engineer, was held over until the Board Attorney researches the matter.

\* \* \*

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

**ORDER ACCEPTING THE LOW BID OF FORE  
CONSTRUCTION, INC. FOR I-10 FRONTAGE ROAD  
EXTENSION, CANAL ROAD TO 34<sup>TH</sup> AVENUE,  
HARRISON COUNTY, MISSISSIPPI, IN THE AMOUNT  
NOT TO EXCEED \$390,738.00, AND AUTHORIZING  
THE BOARD PRESIDENT TO SIGN CONTRACT  
DOCUMENTS, AS RECOMMENDED BY BOBBY KNESAL  
COUNTY ENGINEER**

1. That this Board, at a meeting heretofore held on the 19<sup>th</sup> day of March, 2001, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for I-10 Frontage Road Extension, Canal Road to 34<sup>th</sup> Avenue, 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 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 March 23 and 25, 2001.
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 April 17, 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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PROOF OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Jenni 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., 174 dated 23 day of Mar, 20 01
- Vol. 110 No., 176 dated 25 day of Mar, 20 01
- 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.

Jenni Lively  
Clerk

Sworn to and subscribed before me this 23<sup>rd</sup> day of March, A.D., 20 01

**VERA ELAINE MILLS**  
NOTARY PUBLIC  
State of Mississippi

Vera Elaine Mills  
Notary Public

My Commission Expires on **April 29, 2001**

Printer's Fee .....	\$ <u>60.00</u>
Furnishing proof of publication .....	\$ <u>3.00</u>
TOTAL .....	\$ <u>63.00</u>

ADVERTISEMENT FOR BIDS  
The Harrison County Board of Supervisors, Gulfport, Mississippi, will receive bids for: 1-10 FRONTAGE ROAD EXTENSION 16TH STREET TO 34TH AVENUE, HARRISON COUNTY, MS at HARRISON COUNTY, MISSISSIPPI, at the BOARD MEETING ROOM, FIRST JUDICIAL COURTHOUSE, GULFPORT, MISSISSIPPI, until 2:00 o'clock P.M., TUESDAY, APRIL 17, 2001 and then at said office, bids will be publicly opened and read aloud. A single stipulated sum bid for certain unit price 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 informalities 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 the 19th day of March, 2001. John McAdams Clerk of the Board of Supervisors Harrison County, Mississippi (SEAL) By Brandi Sinopoli, D.C. P-76adv23,25 311322

4. That on April 9, 2001, an Order was entered designating the Purchase Clerk, the Chancery Clerk, and any department head to receive bids on April 17, 2001.
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:

**BID TABULATION**  
**I-10 FRONTAGE ROAD EXTENSION BETWEEN CANAL ROAD & 34TH AVENUE**  
**HARRISON COUNTY, MS**  
**BID DATE: APRIL 17, 2001 @ 2:00 P.M.**

BID ITEM DESCRIPTION	Bid		Fore Construction, Inc.		F & F Construction		TCB Construction		SCI Construction		Necaise Construction		Twin L Construction	
	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Clear & Grub	5	Acre	\$ 3,336.00	\$ 16,680.00	\$ 1,150.00	\$ 5,750.00	\$ 7,210.50	\$ 36,052.50	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 3,500.00	\$ 17,500.00
8' x 5" Precast Double Barrel Box Culvert	44	L. F.	1,215.00	53,460.00	880.00	38,720.00	985.44	43,359.36	914.00	40,216.00	986.00	43,384.00	900.00	39,600.00
Precast Wing Wall End Sections	2	Assem.	1,200.00	2,400.00	1,980.00	3,960.00	7,294.62	14,589.24	6,000.00	12,000.00	3,920.00	7,840.00	1,420.00	2,840.00
24" Diameter RCCP	320	L. F.	38.65	12,368.00	34.75	11,120.00	40.82	13,062.40	40.00	12,800.00	52.00	16,640.00	40.00	12,800.00
24" Diameter F.E.S.	16	Each	580.00	9,280.00	600.00	9,600.00	658.56	10,536.96	700.00	11,200.00	648.00	10,368.00	550.00	8,800.00
Sub-Grade Preparation (P.M.)	9,700	C. Y.	3.15	30,555.00	4.05	39,285.00	2.64	25,608.00	4.00	38,800.00	5.00	48,500.00	5.00	48,500.00
Select Borrow Material (P.M.)	25,500	C. Y.	6.25	\$159,375.00*	7.75	197,625.00	6.37	162,435.00	9.00	229,500.00	9.40	239,700.00	6.50	165,750.00
Processing of 6" Base for Shoulders	4,700	S. Y.	3.00	14,100.00	3.00	14,100.00	3.61	16,967.00	2.95	13,865.00	3.00	14,100.00	3.85	18,095.00
Processing of 10" Base for Roadway	12,800	S. Y.	3.00	38,400.00	3.00	38,400.00	3.61	46,208.00	3.35	42,880.00	3.00	38,400.00	3.85	49,280.00
Lime for Processing into Base	220	Tons	100.00	22,000.00	120.00	26,400.00	126.18	27,759.60	105.00	23,100.00	105.00	23,100.00	135.00	29,700.00
Fly Ash for Processing into Base	700	Tons	40.00	28,000.00	47.00	32,900.00	64.08	44,856.00	42.00	29,400.00	45.00	31,500.00	57.75	40,425.00
Vegetative Cover - Seeding & Mulch	103,000	S. F.	0.04	4,120.00	0.10	10,300.00	0.04	4,120.00	0.06	6,180.00	0.05	5,150.00	1.00	103,000.00
<b>TOTAL BID AMOUNT</b>				<b>\$231,363.00*</b>		<b>\$ 428,160.00</b>		<b>\$ 438,554.06</b>		<b>\$ 469,941.00</b>		<b>\$ 528,682.00</b>		<b>\$ 536,290.00</b>

\* Multiplication Error Corrected

This Bid Tabulation was prepared by Robert J. Knesal, P. E., Harrison County Engineering Department

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**I-10 Frontage Road Extension Between Canal Road & 34th Avenue**

April 17, 2001

**CERTIFICATE OF RESPONSIBILITY**

CONTRACTOR	NUMBER	BID BOND	TOTAL BID
Camar Construction			
Warren Paving, Inc.			
④ Twin L. Construction, Inc.	8365	✓	536,290
② J & F Construction	11070		428,160
④ SCI Paving	4939		469,941
① FORE CONST.	10298		376,663
⑤ NECAISE BROS.	5004		528,682
③ TCB	<del>8983</del> 10298		438,554 <sup>06</sup>



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*BID PROPOSAL*

Date APRIL 17, 2001

Proposal of FORE CONSTRUCTION, 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, Gulfport, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

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

*I-10 FRONTAGE ROAD EXTENSION  
BETWEEN CANAL ROAD & 34<sup>TH</sup> AVENUE  
HARRISON COUNTY, MS*

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 unit prices stated below. These prices will 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 project within *Ninety (90) consecutive calendar days for the Base Bid* for each alternate accepted, as stated in this proposal.

Bidder acknowledges receipt of the following addendum:

NONE

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ITEM

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1	Clear & Grub <del>THIRTY-THOUSAND THREE HUNDRED THIRTY-</del> SIX DOLLARS & NO CENTS	5 Acres <i>PF E</i> (\$ <del>3,336.00</del> ) per acre	\$ <u>16,680.00</u> <i>PF E</i>
2	8' x 5' Precast Double Barrel Box Culvert ONE THOUSAND TWO HUNDRED FIFTEEN DOLLARS & NO CENTS	44 l.f. (\$ 1,215.00) per l.f.	\$ <u>53,460.00</u>
3	Precast Wing Wall End Sections ONE THOUSAND TWO HUNDRED DOLLARS & NO CENTS	2 assemblies (\$ 1,200.00) per each	\$ <u>2,400.00</u>
4	24" Diameter R.C.C.P. THIRTY-EIGHT DOLLARS AND SIXTY FIVE CENTS	320 l.f. (\$ 38.65) per each	\$ <u>12,368.00</u>
5	24" Diameter F.E.S. FIVE HUNDRED EIGHTY DOLLARS AND NO CENTS	16 each (\$ 580.00) per each	\$ <u>9,280.00</u>
6	Sub-Grade Preparation (Plan Measure) THREE DOLLARS & FIFTEEN CENTS	9,700 <del>RXX</del> <sup>C.Y.</sup> (\$ 3.15) per s.y.	\$ <u>30,555.00</u>
7	Select Borrow Material (Plan Measure) SIX DOLLARS AND TWENTY FIVE CENTS	25,500 c.y. (\$ 6.25) per c.y.	\$ <u>145,300.00</u>
8	Processing of 6" Base For Shoulders THREE DOLLARS & NO CENTS	4,700 s.y. (\$ 3.00) per s.y.	\$ <u>14,100.00</u>

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- 9 Processing of 10" Base For Shoulders 12,800 s.y.  
THREE DOLLARS & NO CENTS (\$ 3.00 )per s.y. \$ 38,400.00
- 10 Lime For Processing into Base 220 tons  
ONE HUNDRED DOLLARS & NO CENTS (\$ 100.00 )per TON \$ 22,000.00
- 11 Fly Ash For Processing into Base 700 tons  
FORTY DOLLARS & NO CENTS (\$ 40.00 )per TON \$ 28,000.00
- 12 Vegetative Cover - Seeding & Mulch 103,000 s.f.  
FOUR CENTS (\$ .04 )per s.f. \$ 4,120.00

TOTAL BID THREE HUNDRED <sup>SEVEN THOUSAND SIX HUNDRED SIXTY THREE</sup> DOLLARS  
AND NO CENTS (\$ 376,663.00 )

The above prices 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 attached within 10 days.

Respectfully submitted:  
FORE CONSTRUCTION, INC.

Address P O BOX 2324  
GULFPORT, MS 39505-2324

By: Pat Fore III  
(Seal - if bid is by corporation)  
PAT FORE, III - PRESIDENT

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**THE BOTTRELL AGENCY**

**BID BOND**

RLI INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, That we, **FORE CONSTRUCTION, INC.**  
**Gulfport, Mississippi**

as Principal, hereinafter called the Principal, and **RLI INSURANCE COMPANY**  
**Peoria, Illinois**

a corporation duly organized under the laws of the State of **Illinois**

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 the Amount of the Bid**

Dollars (\$ **5% of Bid** )

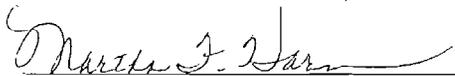
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

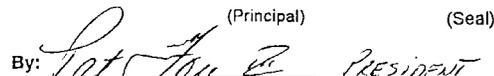
WHEREAS, the Principal has submitted a bid for  
**1-10 Frontage Road Extension between Canal Road and 34th Avenue**  
**Harrison County, Mississippi**

NOW THEREFORE, 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 and sealed this 17th day of April A.D. 2001.

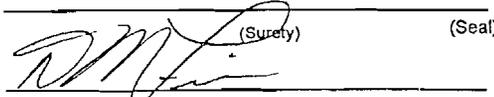
**FORE CONSTRUCTION, INC.**

  
(Witness)

(Principal) (Seal)  
By:  **PRESIDENT**  
(Title)

**RLI INSURANCE COMPANY**

  
**Phyllis Neal** (Witness)

(Surety) (Seal)  
  
**D. M. Ferris** (Attorney-in-Fact)  
**THE BOTTRELL AGENCY**  
Resident Mississippi Agent

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9025 N. Lindbergh Dr. • Peoria, IL 61615

POWER OF ATTORNEY

Know All Men by These Presents:

BOND NO. SSB- 328398

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI INSURANCE COMPANY, an Illinois corporation, does hereby make, constitute and appoint Gene Horner, D. M. Ferris,  
erry G. Veazey, Jr., Thomas L. Joyner, Jr., Jim A. Armstrong, S. Lyle Bates, Jr., T. L. Joyner, III, Robert L. Elliott, W. E. French, J. Carlton Smith,  
son J. Young, John G. Raines, Keith R. James, Jointly or Severally in the City of Jackson, State of Mississippi

its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any bond, undertaking, recognizances, or other written obligations (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guarantee bonds, guarantees of installment paper or note guarantee bonds) providing the bond penalty does not exceed Five Million Dollars (\$5,000,000).

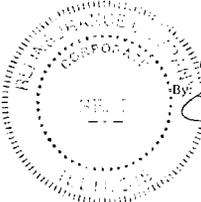
The acknowledgement and execution of such bond by the said Attorney-in-Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the company by the President, Secretary, any Assistant Secretary, Treasurer, Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary and Assistant Secretary, or the Treasurer, may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded area above indicates authenticity)

IN WITNESS WHEREOF, the RLI Insurance company has caused these presents to be executed by its President with its corporate seal affixed this 1st day of January, 2000.



RLI INSURANCE COMPANY

By: Jonathan E. Michael  
President

State of Illinois )  
                          ) SS  
County of Peoria )

CERTIFICATE

On this 1st day of January, 2000, before me, a Notary Public, personally appeared Jonathan E. Michael, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 17th day of April, 2001.

RLI INSURANCE COMPANY

By: Jonathan E. Michael  
President

Cynthia S. Dohm  
Notary Public



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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*BID PROPOSAL*

Date April 17, 2001

Proposal of SCI, 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, Gulfport, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

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

*I-10 FRONTAGE ROAD EXTENSION  
 BETWEEN CANAL ROAD & 34<sup>TH</sup> AVENUE  
 HARRISON COUNTY, MS*

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 unit prices stated below. These prices will 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 project within *Ninety (90) consecutive calendar days for the Base Bid* for each alternate accepted, as stated in this proposal.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1	Clear & Grub <i>Two Thousand DLS &amp; <math>\frac{00}{100}</math></i>	5 Acres <i>(\$ 2,000<sup>00</sup>)</i> per acre	\$ <i>10,000<sup>00</sup></i>
2	8' x 5' Precast Double Barrel Box Culvert <i>Nine Hundred Forty DLS &amp; <math>\frac{00}{100}</math></i>	44 l.f. <i>(\$ 914<sup>00</sup>)</i> per l.f.	\$ <i>40,216<sup>00</sup></i>
3	Precast Wing Wall End Sections <i>Six Thousand DLS &amp; <math>\frac{00}{100}</math></i>	2 assemblies <i>(\$ 6,000<sup>00</sup>)</i> per each	\$ <i>12,000<sup>00</sup></i>
4	24" Diameter R.C.C.P. <i>Forty DLS &amp; <math>\frac{00}{100}</math></i>	320 l.f. <i>(\$ 40<sup>00</sup>)</i> per each	\$ <i>12,800<sup>00</sup></i>
5	24" Diameter F.E.S. <i>Seventeen Hundred DLS &amp; <math>\frac{00}{100}</math></i>	16 each <i>(\$ 700<sup>00</sup>)</i> per each	\$ <i>11,200<sup>00</sup></i>
6	Sub-Grade Preparation (Plan Measure) <i>FOUR DLS &amp; <math>\frac{00}{100}</math></i>	9,700 c.y. <i>(\$ 4<sup>00</sup>)</i> per <del>s.y.</del> <sup>c.y.</sup>	\$ <i>38,800<sup>00</sup></i>
7	Select Borrow Material (Plan Measure) <i>ONE DLS &amp; <math>\frac{00}{100}</math></i> <del><i>EIGHT DLS &amp; <math>\frac{00}{100}</math></i></del>	25,500 c.y. <i>(\$ 9<sup>00</sup>)</i> per c.y. <del><i>(\$ 8<sup>00</sup>)</i></del>	\$ <i>229,500<sup>00</sup></i> <del><i>204,000<sup>00</sup></i></del>
8	Processing of 6" Base For Shoulders <i>TWO DLS &amp; <math>\frac{95}{100}</math></i>	4,700 s.y. <i>(\$ 2<sup>95</sup>)</i> per s.y.	\$ <i>13,865<sup>00</sup></i>

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- 9 Processing of 10" Base For Shoulders 12,800 s.y.  
*Three DLS \$ <sup>35</sup>/<sub>100</sub> (\$ 3 <sup>35</sup>) per s.y. \$ 42,880<sup>00</sup>*
  
- 10 Lime For Processing into Base 220 tons  
*One Hundred <sup>90</sup>/<sub>100</sub> DLS \$ <sup>105</sup>/<sub>100</sub> (\$ 105<sup>00</sup> <sup>TEN</sup>) per s.y. \$ 23,100<sup>00</sup>*
  
- 11 Fly Ash For Processing into Base <sup>700</sup> tons  
*Forty Two <sup>00</sup>/<sub>100</sub> DLS \$ <sup>42</sup>/<sub>100</sub> (\$ 42<sup>00</sup> <sup>TEN</sup>) per s.y. \$ 29,400<sup>00</sup>*
  
- 12 Vegetative Cover - Seeding & Mulch 103,000 s.f.  
*0 DLS \$ <sup>06</sup>/<sub>100</sub> (\$ 0 <sup>06</sup>) per s.f. \$ 6,180<sup>00</sup>*

TOTAL BID *Sixty Nine* *Nine*  
*Four Hundred Forty Four* *Four* *Hundred*  
*Forty one* *\$ <sup>00</sup>/<sub>100</sub> DLS. \$ 469,941<sup>00</sup>*  
*(~~444,441~~ <sup>00</sup>/<sub>100</sub>) *PH**

The above prices 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 attached within 10 days.

Respectfully submitted:

Address 9343 W. OAKLAWN AVE.

By: *[Signature]*  
 (Seal - if bid is by corporation)

Biloxi MS.  
39532

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
 SCI, INC., Biloxi, Mississippi \_\_\_\_\_ as Principal, and  
 UNITED STATES FIDELITY AND GUARANTY COMPANY \_\_\_\_\_ as Surety, are hereby  
 held and firmly bound unto HARRISON COUNTY BOARD OF SUPERVISORS \_\_\_\_\_ as Owner  
 in the penal sum of Five Percent of the Amount of the Bid \_\_\_\_\_  
 Dollars, \$( 5 % of Bid ) \_\_\_\_\_

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 17th day of April, 2001.

The Condition of the above obligation is such that whereas the Principal has submitted to  
HARRISON COUNTY BOARD OF SUPERVISORS \_\_\_\_\_ a certain Bid,  
 attached hereto and hereby made a part hereof to enter into a contract in writing, for the  
I-10 Frontage Road Extension Between Canal Road & 34th Avenue  
Harrison County, MS

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SCI, INC.  
 By: [Signature] \_\_\_\_\_ (L.S.)  
 Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY  
 By: [Signature] \_\_\_\_\_ Surety  
 D. M. Ferris \_\_\_\_\_ Attorney-in-Fact  
 THE BOTTRELL AGENCY  
 Resident Mississippi Agent

# MINUTE BOOK BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI APRIL 2001 TERM



## POWER OF ATTORNEY

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

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

Power of Attorney No. 20609

Certificate No. 477825

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

J. Carlton Smith, S. Lyle Bates, Jr., W. E. French, Gene Horner, C. Ray Dixon, Jr., Robert L. Elliott,  
Jim A. Armstrong, Jerry G. Veazey, Jr., Guy M. Parker, Jr., Eric Donahoe, D. M. Ferris, Jason J. Young,  
T. L. Joyner, III, John G. Raines and Thomas Y. Elfert

Jackson 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 1st day of December 1999

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

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



*John F. Phinney*  
JOHN F. PHINNEY, Vice President

*Michael R. McKibben*  
MICHAEL R. MCKIBBEN, Assistant Secretary

State of Maryland  
City of Baltimore

On this 1st day of December 1999, before me, the undersigned officer, personally appeared John F. Phinney and Michael R. McKibben, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that 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**  
**APRIL 2001 TERM**

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*BID PROPOSAL*

Date 4-17-01

Proposal of Twin L Construction, 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, Gulfport, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

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

*I-10 FRONTAGE ROAD EXTENSION  
 BETWEEN CANAL ROAD & 34<sup>TH</sup> AVENUE  
 HARRISON COUNTY, MS*

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 unit prices stated below. These prices will 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 project within *Ninety (90) consecutive calendar days for the Base Bid* for each alternate accepted, as stated in this proposal.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_



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

- 9 Processing of 10" Base For Shoulders 12,800 s.y.  
Three @ 85/100 (\$ 3.85 ) per s.y. \$ 49,280.00
- 10 Lime For Processing into Base 220 tons  
One hundred thirty five @ 135.00 per s.y. \$ 29,700.00  
 @ 135/100
- 11 Fly Ash For Processing into Base 700 tons  
Fifty seven @ 75/100 (\$ 57.75 ) per s.y. \$ 40,425.00
- 12 Vegetative Cover - Seeding & Mulch 103,000 s.f.  
 \_\_\_\_\_ (\$ 1.00 ) per s.f. \$ 103,000.00

TOTAL BID Five hundred thirty six thousand two  
hundred ninety & no/100 \$ 536,290.00

The above prices 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 attached within 10 days.

Respectfully submitted:

By: Richard Sadner  
 (Seal - if bid is by corporation)

Address Twin L Construction, Inc.  
8292 Firetower Rd.  
Pass Christian, MS. 39571

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

**THE AMERICAN INSTITUTE OF ARCHITECTS**



AIA Document A310

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Here insert full name and address or legal title of Contractor)  
TWIN L CONSTRUCTION, INC. 8292 FIRETOWER ROAD, PASS CHRISTIAN, MS 39571  
as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Here insert full name and address or legal title of Surety)

GREENWICH INSURANCE COMPANY 70 SEAVIEW AVE. STAMFORD, CT 06902  
a corporation duly organized under the laws of the State of CALIFORNIA  
as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
(Here insert full name and address or legal title of Owner)

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 \_\_\_\_\_  
(Here insert full name, address and description of project)  
I-10 FRONTAGE RD. EXTENSION BETWEEN CANAL RD. & 34TH AVE.  
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 17TH day of APRIL 2001

*Janet Ladner*  
\_\_\_\_\_  
(Witness)

Twin L Construction, Inc.  
\_\_\_\_\_  
(Principal) (Seat)

*Richard W. Ladner*  
\_\_\_\_\_  
(Title) President

*Quin B. Braswell*  
\_\_\_\_\_  
(Witness)

Greenwich Insurance Company  
\_\_\_\_\_  
(Surety) (Seat)

*Catherine C. Fountain*  
\_\_\_\_\_  
(Title)

Catherine C. Fountain, Attorney-In-Fact  
Mississippi Resident Agent

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

GREENWICH INSURANCE COMPANY

No. G-163-74

POWER OF ATTORNEY

Know all Men by these Presents: that GREENWICH INSURANCE COMPANY, a California corporation (the "Corporation"), with offices at 70 Seaview Avenue, Stamford, Connecticut, 06902, has made, constituted and appointed, and by these presents, does make, constitute and appoint Catherine C. Fountain, Jim E. Brashier, Troy P. Wagener

its true and lawful Attorney(s)-in-Fact, at Gulfport in the State of MS and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of

Two Million One Hundred Forty Five Thousand Dollars (\$ 2,145,000). Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation at a meeting duly called and held on the 5th day of April, 2000, a copy of which appears below under the heading entitled "Certificate."

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by Unanimous Written Consent on September 18, 1997 (and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation at a meeting duly called and held on March 11, 1995, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at midnight (Standard Time where said attorney(s)-in-fact is authorized to act), December 31, 2001.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 1st day of November, 2000, at Stamford, Connecticut.

(Corporate Seal)

ATTEST: Suraya K. Kieffer, Vice President By Mary A. Roddy, Vice President
STATE OF CONNECTICUT ss: Greenwich

Do hereby attest that on the 1st day of November, 2000, before me personally came Mary A. Roddy, Vice President to me known, who being by me duly sworn, did depose and say that (s)he resides in Norwalk, CT, that (s)he is a Vice President of GREENWICH INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his(her) name thereto by like order.

(Notary Seal) Suzanna M. Johnson Notary Public My Commission Expires 12/31/2004

CERTIFICATE Karen M. Manente, the Assistant Secretary of GREENWICH INSURANCE COMPANY, a California corporation (the "Corporation"), hereby certifies:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on April 5, 2000 and said resolutions have not since been revoked, amended or modified:

RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others: Laura A. Shanahan, Sheia M. Kelly, Mary A. Roddy, Suraya K. Kieffer, Lynn M. Petilli

RESOLVED, FURTHER, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 17TH day of APRIL, 2001.

(Corporate Seal) Karen M. Manente Karen M. Manente

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

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*BID PROPOSAL*

Date April 17, 2001

Proposal of TCB Construction Company, Inc.

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

\* Insert corporation, partnership or individual as applies

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

Ladies and Gentlemen:

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

*I-10 FRONTAGE ROAD EXTENSION  
 BETWEEN CANAL ROAD & 34<sup>TH</sup> AVENUE  
 HARRISON COUNTY, MS*

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 unit prices stated below. These prices will 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 project within *Ninety (90) consecutive calendar days for the Base Bid* for each alternate accepted, as stated in this proposal.

Bidder acknowledges receipt of the following addendum:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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ITEM NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1	Clear & Grub Seven thousand two hundred ten dollars and fifty cents	5 Acres (\$7,210.50)per acre	\$ 36,052.50
2	8' x 5' Precast Double Barrel Box Culvert Nine hundred eighty-five dollars and forty-four cents	44 l.f. (985.44)per l.f.	\$ 43,359.36
3	Precast Wing Wall End Sections Seven thousand two hundred ninety-four dollars and sixty-two cents	2 assemblies (7,294.62)per each	\$ 14,589.24
4	24" Diameter R.C.C.P. Forty dollars and eighty-two cents	320 l.f. (40.82)per each	\$ 13,062.40
5	24" Diameter F.E.S. Six hundred fifty-eight dollars and fifty-six cents	16 each (658.56)per each	\$ 10,536.96
6	Sub-Grade Preparation (Plan Measure) 9,700 c.y. Two dollars and sixty-four cents	9,700 c.y. (2.64)per s.y.	\$ 25,608.00
7	Select Borrow Material (Plan Measure) 25,500 c.y. Six dollars and thirty-seven cents	25,500 c.y. (6.37)per c.y.	\$ 162,435.00
8	Processing of 6" Base For Shoulders Three dollars and sixty-one cents	4,700 s.y. (3.61)per s.y.	\$ 16,967.00

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

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	Processing of 10" Base For Shoulders	12,800 s.y.	
	<u>Three dollars and</u> (\$ <u>3.61</u> )per s.y.		\$ <u>46,208.00</u>
	<u>sixty-one cents</u>		
10	Lime For Processing into Base	220 tons	
	<u>One hundred twenty</u> (\$ <u>126.18</u> )per s.y.		\$ <u>27,759.60</u>
	<u>six dollars and eighteen cents</u>		
11	Fly Ash For Processing into Base	700 tons	
	<u>Fifty four dollars</u> (\$ <u>54.08</u> )per s.y.		\$ <u>37,856.00</u>
	<u>and eight cents</u>		
12	Vegetative Cover - Seeding & Mulch	103,000 s.f.	
	<u>Zero dollars and</u> (\$ <u>0.04</u> )per s.f.		\$ <u>4,120.00</u>
	<u>four cents</u>		
TOTAL BID <u>Four hundred thirty-eight thousand five hundred</u>			
<u>fifty-four dollars and six cents</u> (\$ <u>438,554.06</u> )			

The above prices 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 attached within 10 days.

Respectfully submitted:

Address 5913 Highway 53

By: Jennifer L. Fagan  
 (Seal if bid is by corporation)

Poplarville, MS 39470

Jennifer L. Fagan, President  
 TCB Construction Company, Inc.

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

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, TCB Construction Company, Inc.

\_\_\_\_\_ as Principal, hereinafter called the Principal,

and the Atlantic Mutual Insurance Company,

of 1101 Circle 75 Parkway, Suite 800, Atlanta, GA 30339, 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 Board of Supervisors as Obligee, hereinafter called the Obligee,

in the sum of 5% of amount bid -----

Dollars (\$ 5% of amount bid ), 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 I-10 Frontage Road Extension Between Canal Road & 34th Avenue, Harrison County, 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 17th day of April, 2001

TCB Construction Company, Inc. (Seal)  
Principal

Elizabeth C. Gardner  
Witness

{ Jennifer L. Fagan  
Jennifer L. Fagan, President Title

Kay F. Dalton  
Witness

Atlantic Mutual Insurance Company  
{ By Mark W. Edwards, II  
Mark W. Edwards, II Attorney-in-Fact

Countersigned by MS Resident Agent  
Christopher C. Gardner  
Christopher C. Gardner

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



Atlantic Mutual Insurance Company
Centennial Insurance Company

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that the Atlantic Mutual Insurance Company and Centennial Insurance Company, corporations duly organized under the laws of the State of New York hereinafter called Companies, do hereby appoint Mark W. Edwards, II, Jeffrey M. Wilson, Ronald B. Giadrosich, Christopher M. Muscolino, W. Milton Smith

their true and lawful Attorneys-in-Fact to make, execute, seal and deliver on their behalf as surety

any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require. Such bonds and undertakings when duly executed by the aforesaid Attorney(s)-in-Fact shall be binding upon the Companies as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary and sealed with its corporate seal.

This Power of Attorney is issued pursuant to and by authority of the following resolution of the Board of Trustees of Atlantic Mutual Insurance Company and the Board of Directors of Centennial Insurance Company adopted effective December 1, 1999 and now in full force and effect;

RESOLVED that the Chairman, President or Senior Vice President-Surety may appoint other officers of the Company or agents of the Company to act as its lawful Attorney-in Fact in any State, Territory or Federal District to represent this Company and to act on its behalf within the scope of the authority granted to them in writing, which authority may include the power to make, execute, seal and deliver on behalf of this Company as surety, and as its act and deed, any and all bonds and undertakings of suretyship and such other documents as are required in the ordinary course of surety business; and that the Secretary, Assistant Secretary or any Officer of the Corporation be, and that each or any of them is, authorized to verify any affidavit or other statement relating to the foregoing and to any resolutions adopted by its Board of Trustees (or Board of Directors, as applicable); and that any such Attorney-in-Fact may be removed and the authority so granted may be revoked by the Chairman, President; Senior Vice President-Surety or by the Board of Trustees (or Board of Directors, as applicable).

IN WITNESS WHEREOF, each of the Companies has caused this Power of Attorney to be signed and its corporate seal to be affixed by its authorized Officer this Fourth day of January, 2000.

Attest Michael B. Keegan, Vice President

Atlantic Mutual Insurance Company
Centennial Insurance Company
By Thomas P. Gorke, Senior Vice President

State of New Jersey
County of Passaic } SS



On this Fourth day of January, 2000, before me, a Notary Public of the State and County aforesaid residing therein, duly commissioned and sworn, personally came the above named officer of the Company who being by me first duly sworn according to law, did depose and say that he is the officer of the Company described in and which executed the foregoing instrument; that he knows the seal of the Company, that the seal affixed to such instrument is the corporate seal of the Company; and that the corporate seal and his signature as such officer were affixed and subscribed to the said instrument by order of the Board of Trustees (or Board of Directors, as applicable).

Notary Public Seal: Maria Impallomeni, Notary Public, New Jersey, My commission expires February 18, 2002

I, the undersigned Michael B. Keegan, Vice President of Atlantic Mutual Insurance Company and Centennial Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Senior Vice President who executed said Power of Attorney was one of the Officers authorized by the Board of Trustees and Board of Directors to appoint an attorney-in-fact pursuant to the Board resolution stated above dated December 1, 1999. This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Board of Trustees of Atlantic Mutual Insurance Company and the Board of Directors of Centennial Insurance Company, adopted at a meeting duly called and held on the 1st day of December, 1999.

RESOLVED, that the use of a printed facsimile of the corporate seal of the Company and of the signature of an Officer of the Company on any certification of the correctness of a copy of an instrument executed by the Chairman, President or Senior Vice President-Surety pursuant to the Board resolution, dated December 1, 1999, appointing and authorizing an attorney-in-fact to execute in the name of and on behalf of the Company, surety bonds, undertakings and other instruments, shall have the same effect as if such seal and such signature had been manually affixed and made, is hereby authorized and approved.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of each of the Companies to these presents this 17th day of April 2001. Michael B. Keegan, Vice President

B-5004 01/00

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

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*BID PROPOSAL*

Date 4/17/2001

Proposal of F & F CONSTRUCTION INC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of doing

business as A CORPORATION

\* Insert corporation, partnership or individual as applies

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

Ladies and Gentlemen:

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

*I-10 FRONTAGE ROAD EXTENSION  
 BETWEEN CANAL ROAD & 34<sup>TH</sup> AVENUE  
 HARRISON COUNTY, MS*

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 unit prices stated below. These prices will 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 project within *Ninety (90) consecutive calendar days for the Base Bid* for each alternate accepted, as stated in this proposal.

Bidder acknowledges receipt of the following addendum:

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

ITEM NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1	Clear & Grub	5 Acres	
	<i>one thousand one hundred fifty Dollars</i> (\$ 1,150 ) per acre		\$ 5750.00
2	8' x 5' Precast Double Barrel Box Culvert	44 l.f.	
	<i>Eight Hundred Eighty Dollars</i> (\$ 880.00 ) per l.f.		\$ 38,720.00
3	Precast Wing Wall End Sections	2 assemblies	
	<i>one thousand nine hundred eighty Dollars</i> \$ 1980.00 ) per each		\$ 3960.00
4	24" Diameter R.C.C.P.	320 l.f.	
	<i>Thirty Four + seventy Five cents</i> (\$ 34.75 ) per each		\$ 11,120.00
5	24" Diameter F.E.S.	16 each	
	<i>six Hundred Dollar</i> (\$ 600.00 ) per each		\$ 9600.00
6	Sub-Grade Preparation (Plan Measure) 9,700 c.y.		
	<i>Four Dollars + Five cents</i> (\$ 4.05 ) per c.y.		\$ 39,285.00
7	Select Borrow Material (Plan Measure) 25,500 c.y.		
	<i>seven Dollars + seventy Five cents</i> (\$ 7.75 ) per c.y.		\$ 197,625.00
8	Processing of 6" Base For Shoulders	4,700 s.y.	
	<i>Three Dollars</i> (\$ 3.00 ) per s.y.		\$ 14,100.00

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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9	Processing of 10" Base For Shoulders	12,800 s.y.	<u>Three Dollar</u> (\$ <u>3.00</u> ) per s.y.	\$ <u>38,400.00</u>
10	Lime For Processing into Base	220 tons	<u>one Hundred Twenty</u> (\$ <u>120.00</u> ) per s.y.	\$ <u>26,400.00</u>
11	Fly Ash For Processing into Base	700 tons	<u>Forty seven dollar</u> (\$ <u>47.00</u> ) per s.y.	\$ <u>32,900.00</u>
12	Vegetative Cover - Seeding & Mulch	103,000 s.f.	<u>Ten cents</u> (\$ <u>.10</u> ) per s.f.	\$ <u>10,300.00</u>
TOTAL BID <u>Four Hundred Twenty Eight Thousand one Hundred and</u>				
<u>sixty Dollars and 0 cents</u> (\$ <u>428,160.00</u> )				

The above prices 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 attached within 10 days.

Respectfully submitted:

By: Fred Lopez  
 (Seal if bid is by corporation)

Address F & F construction inc

P.O. Box 6097

Biloxi, MS 39532

**F & F CONSTRUCTION, INC.**  
 P. O. BOX 6097  
 BILOXI, MS 39532  
 CERTIFICATE OF RESPONSIBILITY # 11070

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

THE BOTTRELL INSURANCE AGENCY, INC.

**BID BOND**

RLI INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, That we, **F & F CONSTRUCTION, INC.**  
Biloxi, Mississippi

as Principal, hereinafter called the Principal, and **RLI INSURANCE COMPANY**  
Peoria, Illinois

a corporation duly organized under the laws of the State of Illinois

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 the Amount of the Bid**

Dollars (\$ **5%** of Bid )

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  
**I-10 Frontage Road Extension  
Between Canal Road and 34th Avenue  
Harrison County, MS**

NOW THEREFORE, 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 and sealed this 17th day of April A.D. 2001

F & F CONSTRUCTION, INC.

*Tew McWay*  
My Commission Expires January 13, 2004  
(Witness)

By: *Fred Loynd* (Principal) (Seal)  
(Title)

RLI INSURANCE COMPANY

*Dede Blakeney*  
(Witness)

*D. M. Ferris* (Surety) (Seal)  
D. M. Ferris (Attorney-in-Fact)  
THE BOTTRELL INSURANCE AGENCY, INC.  
Resident Mississippi Agent

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



9025 N. Lindbergh Dr. • Peoria, IL 61615

POWER OF ATTORNEY

BOND NO. SSB- 328391

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI INSURANCE COMPANY, an Illinois corporation, does hereby make, constitute and appoint Gene Homer, D. M. Ferris,  
erry G. Veazey, Jr., Thomas L. Joyner, Jr., Jim A. Armstrong, S. Lyle Bates, Jr., T. L. Joyner, III, Robert L. Elliott, W. E. French, J. Carlton Smith,  
ason J. Young, John G. Raines, Keith R. James, Jointly or Severally in the City of Jackson, State of  
Mississippi

its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any bond, undertaking, recognizances, or other written obligations (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guarantee bonds, guarantees of installment paper or note guarantee bonds) providing the bond penalty does not exceed Five Million Dollars (\$5,000,000).

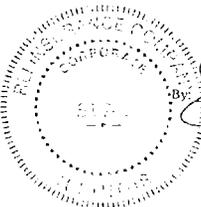
The acknowledgement and execution of such bond by the said Attorney-in-Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the company by the President, Secretary, any Assistant Secretary, Treasurer, Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary and Assistant Secretary, or the Treasurer, may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded area above indicates authenticity)

IN WITNESS WHEREOF, the RLI Insurance company has caused these presents to be executed by its President with its corporate seal affixed this 1st day of January, 2000.



RLI INSURANCE COMPANY

By: Jonathan E. Michael  
President

State of Illinois )  
County of Peoria ) SS

CERTIFICATE

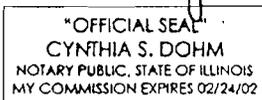
On this 1st day of January, 2000, before me, a Notary Public, personally appeared Jonathan E. Michael, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 7th day of April, 2001.

Cynthia S. Dohm  
Notary Public

RLI INSURANCE COMPANY

By: Jonathan E. Michael  
President



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

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*BID PROPOSAL*

Date 4-17-01

Proposal of NECAISE BROS. CONST. CO., INC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of doing

business as CORP.

\* Insert corporation, partnership or individual as applies

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

Ladies and Gentlemen:

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

*I-10 FRONTAGE ROAD EXTENSION  
 BETWEEN CANAL ROAD & 34<sup>TH</sup> AVENUE  
 HARRISON COUNTY, MS*

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 unit prices stated below. These prices will 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 project within *Ninety (90) consecutive calendar days for the Base Bid* for each alternate accepted, as stated in this proposal.

Bidder acknowledges receipt of the following addendum:

NONE

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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ITEM NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1	Clear & Grub	5 Acres	
	<i>Ten thousand</i>	<i>(\$ 10,000.00)</i> per acre	<i>\$ 50,000.00</i>
2	8' x 5' Precast Double Barrel Box Culvert	44 l.f.	
	<i>NINE hundred EIGHTY-SIX</i>	<i>(\$ 986.00)</i> per l.f.	<i>\$ 43,384.00</i>
3	Precast Wing Wall End Sections	2 assemblies	
	<i>THREE thousand NINE hundred TWENTY</i>	<i>(\$ 3920.00)</i> per each	<i>\$ 7,840.00</i>
4	24" Diameter R.C.C.P.	320 l.f.	
	<i>FIFTY-TWO</i>	<i>(\$ 52.00)</i> per each	<i>\$ 16,640.00</i>
5	24" Diameter F.E.S.	16 each	
	<i>SIX hundred FORTY-EIGHT</i>	<i>(\$ 648.00)</i> per each	<i>\$ 10,368.00</i>
6	Sub-Grade Preparation (Plan Measure) 9,700 c.y.		
	<i>FIVE dollars</i>	<i>(\$ 5.00)</i> per s.y.	<i>\$ 48,500.00</i>
7	Select Borrow Material (Plan Measure) 25,500 c.y.		
	<i>NINE dollars + forty centy</i>	<i>(\$ 9.40)</i> per c.y.	<i>\$ 239,700.00</i>
8	Processing of 6" Base For Shoulders	4,700 s.y.	
	<i>THREE dollars</i>	<i>(\$ 3.00)</i> per s.y.	<i>\$ 14,100.00</i>

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- 9 Processing of 10" Base For Shoulders 12,800 s.y.  
Three dollars (\$ 3.00 ) per s.y. \$ 38,400.<sup>00</sup>
- 10 Lime For Processing into Base 220 tons  
one hundred five (\$ 105.00 ) per <sup>TON</sup> s.y. \$ 23,100.<sup>00</sup>
- 11 Fly Ash For Processing into Base 700 tons  
Forty-Five (\$ 45.00 ) per <sup>TON</sup> s.y. \$ 31,500.<sup>00</sup>
- 12 Vegetative Cover - Seeding & Mulch 103,000 s.f.  
Five CENTS (\$ 0.05 ) per s.f. \$ 5,150.<sup>00</sup>
- TOTAL BID Five hundred + twenty eight thousand six hundred  
eighty two and 00/100 \$ (528,682.<sup>00</sup>)

The above prices 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 attached within 10 days.

Respectfully submitted:

Address P.O. Box 1284

Long Beach, MS, 39560

By: [Signature]  
 (Seal - if bid is by corporation)

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

Fidelity and Guaranty Insurance Company



**Bid Bond**

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

Know all men by these presents:

That Necaise Brothers Construction Company, Inc.

of P. O. Box 1284, Long Beach, MS

\_\_\_\_\_ as Principal, and Fidelity and Guaranty Insurance Company, an Iowa 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

I-10 FRONTAGE ROAD EXTENSION BETWEEN CANAL ROAD & 34TH AVE.

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 APRIL 17, 2001  
(Date)

*[Handwritten signature]*

Necaise Brothers Construction Company, Inc. (Seal)

*[Handwritten signature: Herman Ray Necaise]* (Seal)  
Herman Ray Necaise, President

Fidelity and Guaranty Insurance Company

*[Handwritten signature: Ann L. Leslie]*  
Ann L. Leslie  
Mississippi Resident Agent  
Attorney-in-fact

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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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. 596794

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. Huihregtse*  
THOMAS E. HUIHBREGTSE, 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. Huihregtse, 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

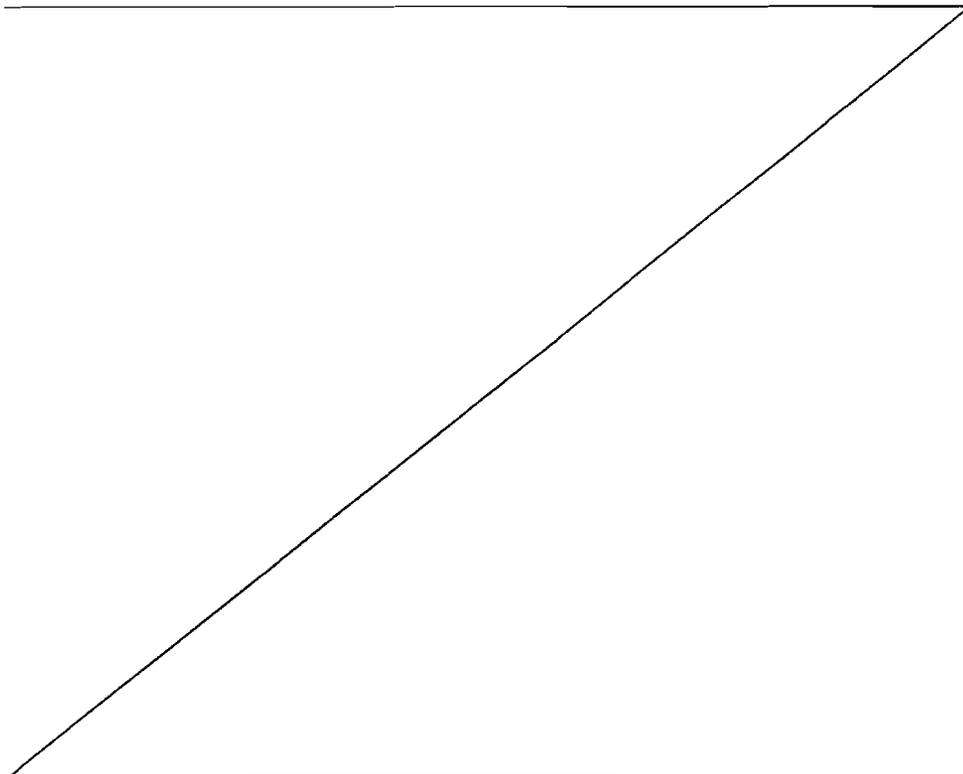
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**APRIL 2001 TERM**

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6. The Board does hereby find, upon the recommendation of Bobby Knesal, County Engineer, that the Bid of Fore Construction, Inc., in the amount not to exceed THREE HUNDRED NINETY THOUSAND SEVEN HUNDRED THIRTY-EIGHT AND 00/100 DOLLARS (\$390,738.00), is the lowest bid meeting specifications and, therefore, the best received for I-10 Frontage Road Extension, Canal Road to 34<sup>th</sup> Avenue, Harrison County, Mississippi, and that said bid is reasonable and fair and should be accepted. It is therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of Fore Construction, Inc. be, and the same is HEREBY ACCEPTED for I-10 Frontage Road Extension, Canal Road to 34<sup>th</sup> Avenue, Harrison County, Mississippi, at and for a consideration not to exceed the amount of THREE HUNDRED NINETY THOUSAND SEVEN HUNDRED THIRTY-EIGHT AND 00/100 DOLLARS (\$390,738.00).

IT IS FURTHER ORDERED that the Board HEREBY AUTHORIZES the President to sign contract documents, same being as follows:



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**APRIL 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 24th day of April in the  
 year 20 01 by and between Harrison County, State of Mississippi  
Harrison County Board of Supervisors (hereinafter called OWNER) and  
Fore Construction JMC (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:

I-10 Frontage Road Extension between Canal Road & 34<sup>th</sup> Avenue

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.



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

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.

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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.

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7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

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

- 8.1. This Agreement (pages 1 to 8, inclusive).
- 8.2. Exhibits to this Agreement (pages     --     to     --    , inclusive).
- 8.3. Performance, Payment, and other Bonds, identified as exhibits 1 and consisting of 2 pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 1, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 1, inclusive).
- 8.7. Specifications bearing the title            Technical            and consisting of 6 divisions and 7 pages, as listed in table of contents thereof.
- 8.8. Drawings consisting of a cover sheet and sheets numbered 1 through 7, inclusive with each sheet bearing the following general title:  

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

*[Those Addenda which pertain exclusively to the bidding process need not be listed.]*
- 8.10. CONTRACTOR's Bid (pages 1 to 3, inclusive) marked exhibit     --    .  

*[Attach actual Bid only in special circumstances.]*
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages     --     to     --    , inclusive).
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

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

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

**Article 9. MISCELLANEOUS.**

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

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

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

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

9.5 OTHER PROVISIONS.

*[Insert other provisions here if applicable.]*

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

This Agreement will be effective on May 7th, 20 01 (which is the Effective Date of the Agreement).

OWNER Harrison County, State

CONTRACTOR Fore Construction INC

of Mississippi \_\_\_\_\_

By: \_\_\_\_\_  
Larry Benefield, President

By: Pat Fou \_\_\_\_\_

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest Marilyn Seelan \_\_\_\_\_

Address for giving notices \_\_\_\_\_

Address for giving notices \_\_\_\_\_

P.O. Drawer 'CC' \_\_\_\_\_

P.O. Box 2324 \_\_\_\_\_

Gulfport, MS 39501 \_\_\_\_\_

Gulfport, MS 39505-2324 \_\_\_\_\_

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

License No. 10298 \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

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

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

Supervisor <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 23<sup>rd</sup> day of April 2001.

\* \* \*

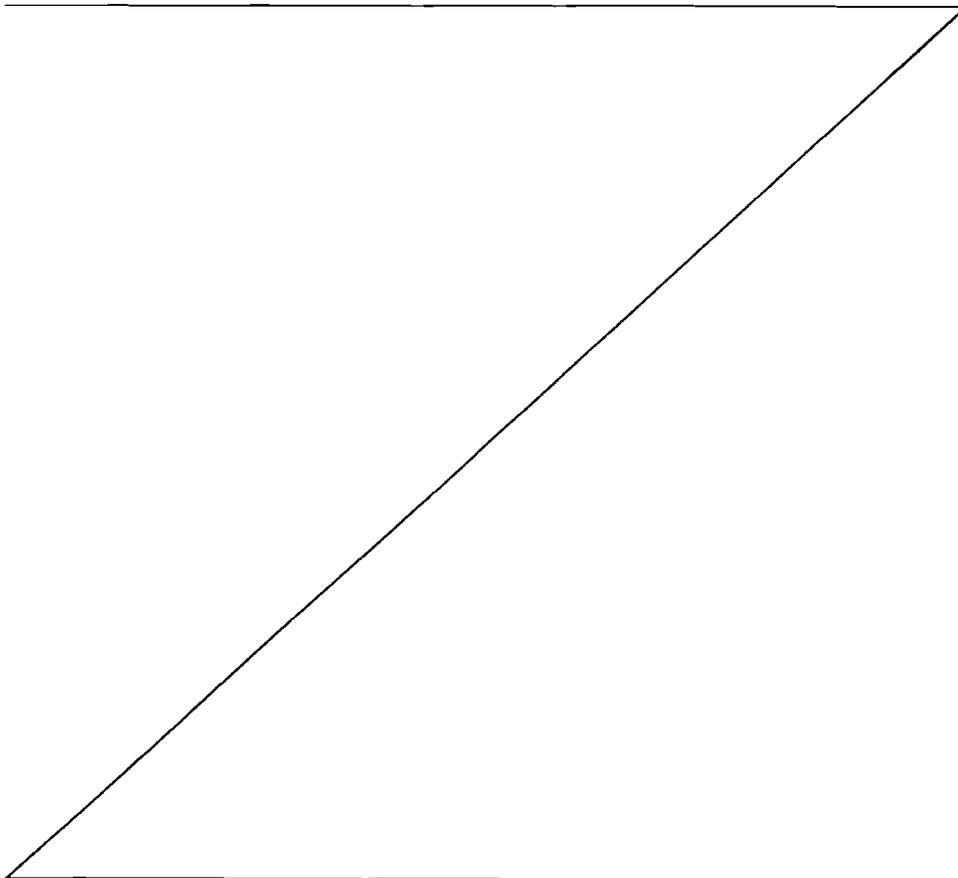
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER APPROVING THE REQUEST BY CLIFFORD A. VOGLE, SR. TO ESTABLISH A FAMILY CEMETERY ON A 1-ACRE PARCEL OF LAND LOCATED OFF ROAD 542, LOCATED IN SECTION 11, TOWNSHIP 5 SOUTH, RANGE 11 WEST IN SUPERVISORS VOTING DISTRICT 5, AS RECOMMENDED BY BOBBY KNESAL, COUNTY ENGINEER, AND THE HARRISON COUNTY PLANNING COMMISSION**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the request by Clifford A. Vogle, Sr. to establish a family cemetery on a 1-acre parcel of land located off Road 542, located in Section 11, Township 5 South, Range 11 West in Supervisors voting District 5, as recommended by Bobby Knesal, County Engineer, and the Harrison County Planning Commission, Case File #0104HC052, said recommendation and other documents pertaining to this order are as follows:



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**HARRISON COUNTY**  
 ZONING ADMINISTRATOR

15309-C COMMUNITY ROAD • GULFPORT, MISSISSIPPI 39503  
 (228) 831-3367/FAX (228) 831-3356



Date: 04/16/01

To: Bobby Eleuterius, District 1 Supervisor  
 Larry Benefield, District 2 Supervisor  
 Marlin R. Ladner, District 3 Supervisor  
 William W. Martin, District 4 Supervisor  
 Connie M. Rockco, District 5 Supervisor  
 John McAdams, Chancery Clerk  
 Joseph Meadows, Board Attorney  
 Pam Ulrich, County Administrator

From: Patrick Bonck, Zoning Administrator *PCB*

Re: Establishment of a Family Cemetery, Case file number 0104HC052.

Said petition was filed by Clifford A. Vogel, Sr. requesting a Conditional Use permit to allow for the establishment of a family cemetery on a 1-acre parcel of land as identified on the site plan. The E-1 (very low density residential) District requires a conditional use permit for establishment of a family cemetery. The subject property can generally be described as being located off Road 542, east of Turan Road, south of Burns Road and west of Blackwell Farm Road. The ad valorem tax parcel number is 0902-11-022.000.

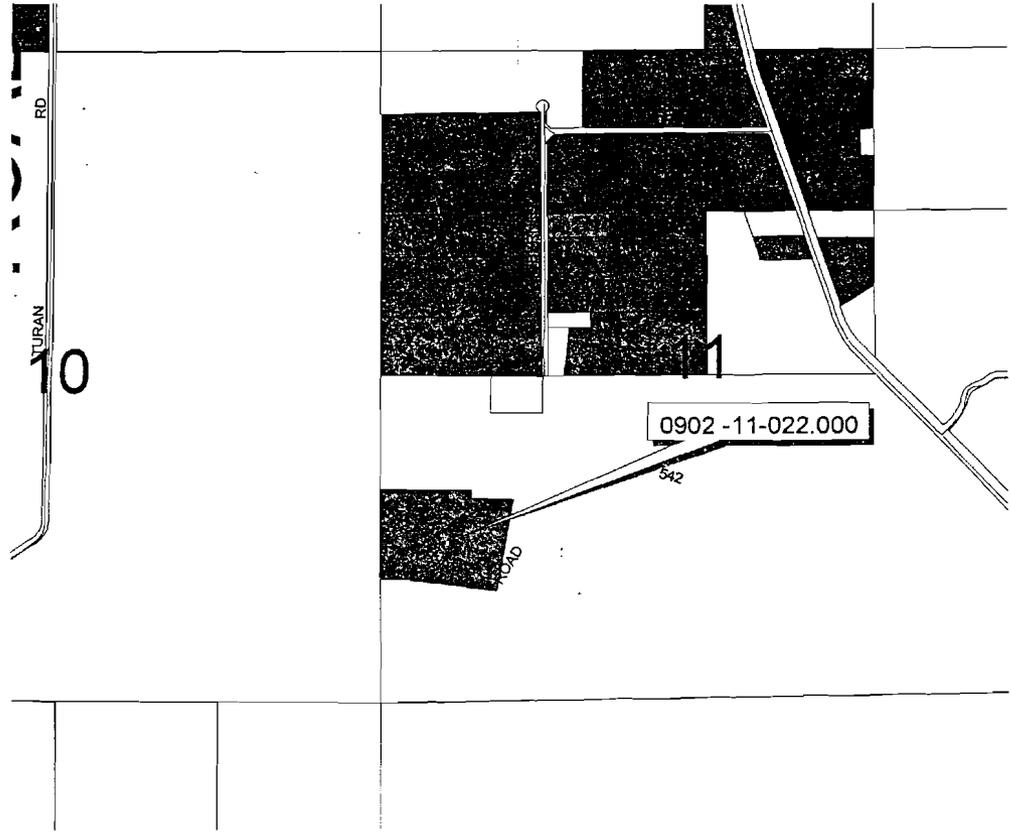
Dear Board Members:

On April 12, 2001, The Harrison County Planning Commission recommended approval of the request as petitioned. The basis for the recommendation is Section 904.02.01 c. The subject use will not cause substantial injury to other property in the neighborhood in which it is located.

Copies of the application, staff report and other related items are enclosed for your review. Will you please place this item on the agenda for consideration on April 23, 2001?

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0104HC052  
Conditional Use Permit



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



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HARRISON COUNTY ZONING ADMINISTRATION  
 15039-C COMMUNITY ROAD  
 GULFPORT, MS 39503  
 228-831-3367

**GENERAL APPLICATION**

**I. TYPE OF CASE :**

- CONDITIONAL USE PERMIT                      ( ) VARIANCE  
 ZONING-MAP AMENDMENT                      ( ) ZONING- TEXT AMENDMENT  
 OTHER \_\_\_\_\_

**II. ADVALOREM TAX PARCEL NUMBER (S):** 0902-11-022.000  
 (Parcel numbers are available from the Harrison County Tax Assessor at 865-4044.)

**III. GENERAL LOCATION OF PROPERTY INVOLVED:** West of Hwy 67  
east of Turan Road & south of Burns Road  
 Address of property involved: Box 13536 Road 542

**IV. GENERAL DESCRIPTION OF REQUEST:** (If necessary, attach a separate piece of paper detailing the purpose of the request.) to establish a family  
caretary

**V. REQUIRED ATTACHMENTS:**

- A. SUPPLEMENTAL APPLICATION (see attachments to application)  
 B. WARRANTY DEED OR TAX RECEIPT  
 C. LIST OF ALL ADJACENT PROPERTY OWNERS (to be provided by Zoning Office)  
 D. SITE PLAN (Include: streets, property lines, distances/dimensions, buildings and other necessary information.)  
 E. CASH OR CHECK PAYABLE TO HARRISON COUNTY.

**VI. OWNERSHIP AND CERTIFICATION:**

*I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable county codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owners agent for herein described request.*

Clifford A. Vogle, Sr. \_\_\_\_\_  
21172 Hwy 67 \_\_\_\_\_  
Saucier MS 39574 \_\_\_\_\_  
 NAME & ADDRESS OF OWNER (PRINT)                      NAME & ADDRESS OF AGENT (PRINT)  
832-3167 \_\_\_\_\_  
 PHONE # (H)                      PHONE # (W)                      PHONE # (H)                      PHONE # (W)

SIGNATURE OF OWNER/AGENT Clifford A. Vogle (Date) 3/8/01

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Conditional Uses questionnaire: (See Section 904 of the Zoning Ordinance for assistance.)

1) What is it that you want to do and why?

*I want a Family Cemetery The Blackwell Cemetery is full and we can not get any more land there.*

1a) What public interest is served by your request on this property?

*NONE*

1b) Is what you are requesting designed, located and proposed to be operated in a manner that public safety, health and welfare is protected?

*Yes*

1c) Will what you are proposing cause substantial injury to other property in the neighborhood in which it is located? (Identify where refuse and septic systems are located and how you will fence, screen or provide buffers from other properties.)

*NO*

1d) Does the proposed use conform to all district regulations in which it is located? If not, why? (Ask Zoning Administrator.)

*Yes*

1e) Will the proposed use or development of the land be in harmony with the scale, bulk coverage, density and character of the area or neighborhood in which it would be located? (What types of houses, businesses or land surround your property?)

*Yes*

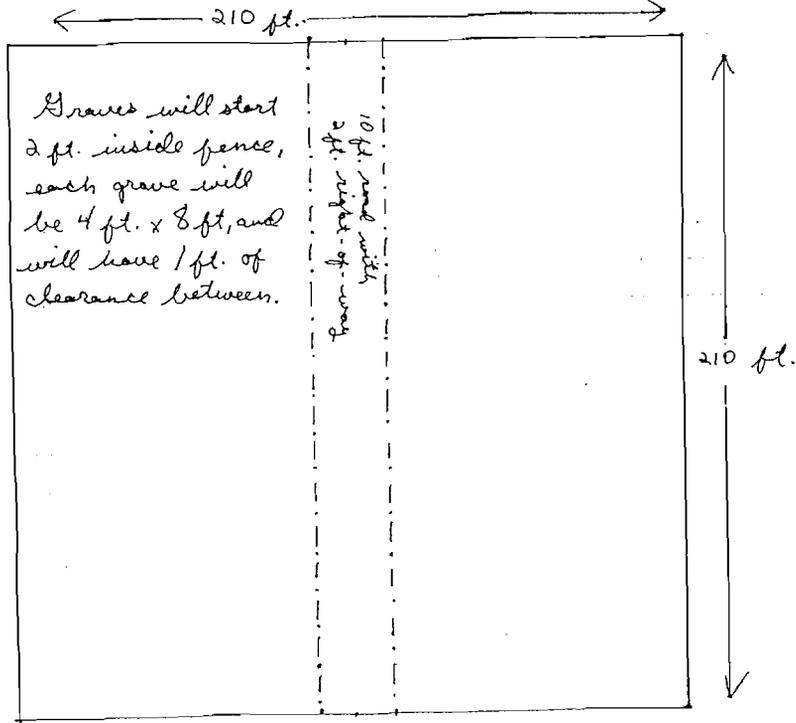
2) Please include any other supporting documentation with your application. (Example: letters of support from neighbors, well and or septic approvals, et cetera.)

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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PAT,  
PLEASE CALL ME VOICEMAIL  
HE CAME TO TODAY; HE  
NEEDS TO GET HIS PROPERTY  
FOR THIS FRONT CORNER  
I TOLD HIM TO BRING HIS  
TAX RECEIPT/TAXES BY

11 - Township 5 - Range 11

Clifford A Vogel Sr  
21172 HW 67  
Soudier MS 39574  
#832-3167

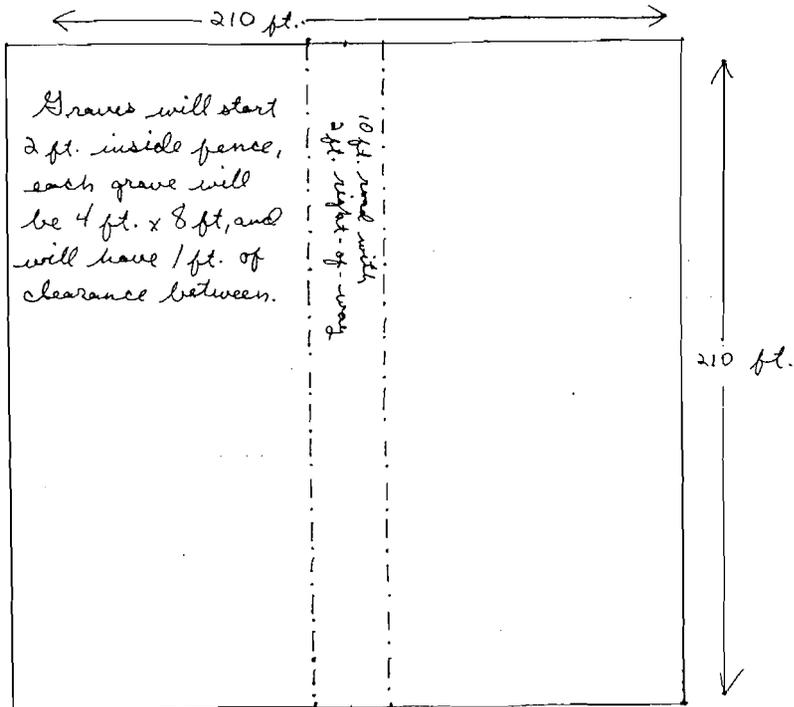


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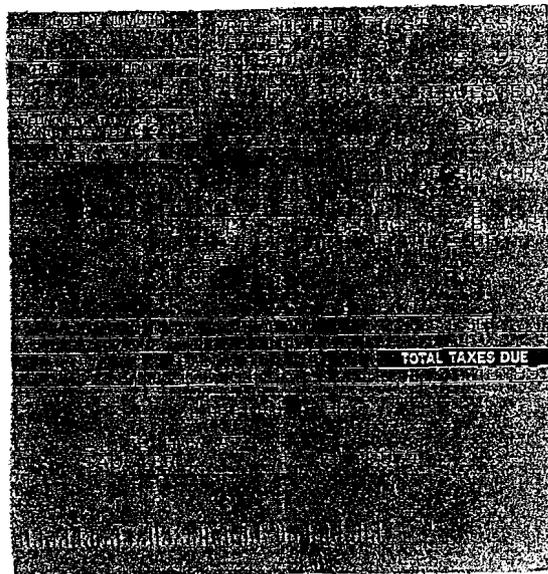
*Section 11 - Township 5 - Range 11*

*Clifford A Vogt Sr  
21172 HW 67  
Soudier Ms 39574  
#832-3167*

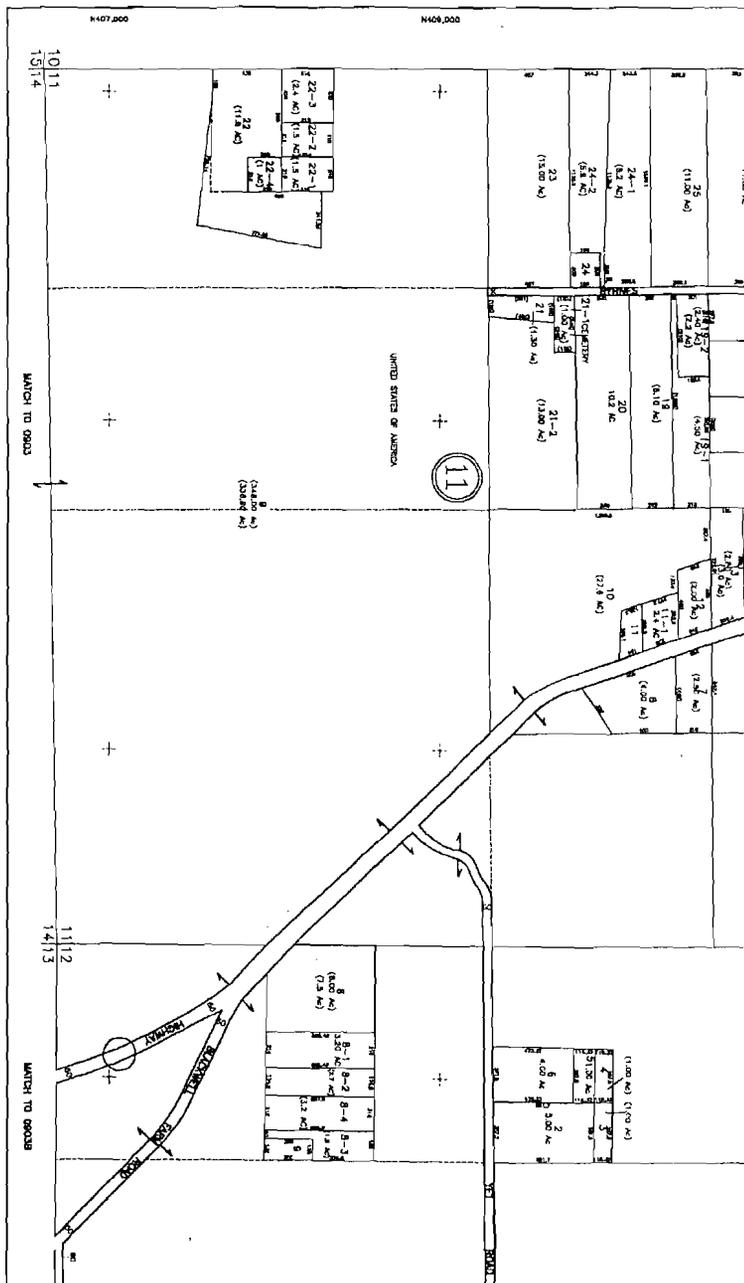


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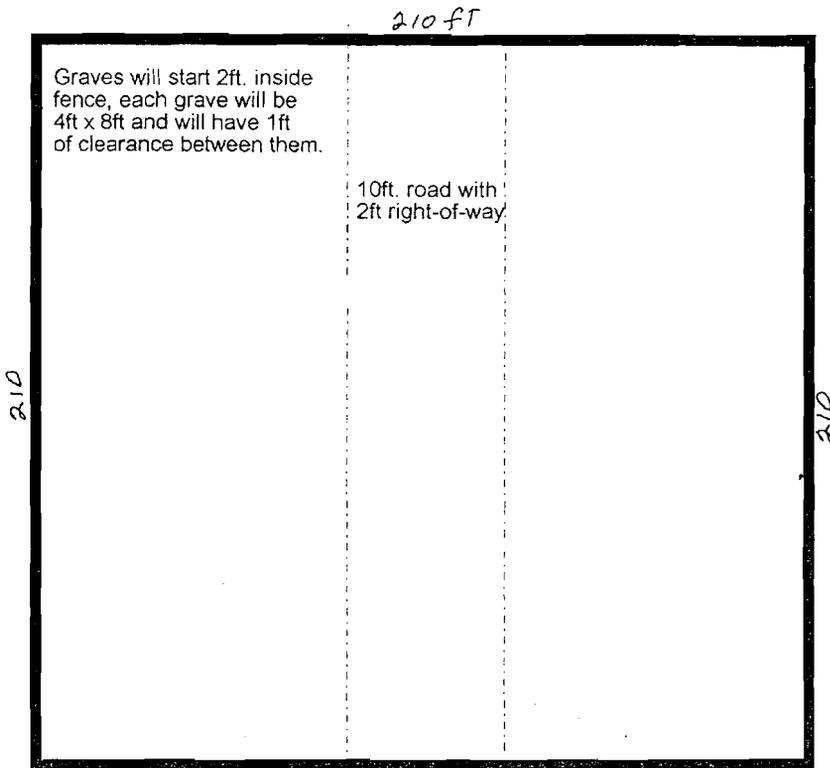
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Section 11- Township 5-Range 11  
Laying in Southeast corner of Parcle 91458 *1 Acre for a family Cemetery*

My reason for needing this space, is The Blackwell Cemetery is full and we can get anymore land for my family. This will be a family Cemetery only!

*Clifford A. Vogle, Sr.*  
Clifford A. Vogle, Sr.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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Witness our signatures this 7th day of June, A. D. 1965

*Charles L. King*  
Charles L. King

*Martha Sue King*  
Martha Sue King

THE STATE OF MISSISSIPPI  
HARRISON COUNTY

Personally appeared before me, the undersigned Notary Public, the within named  
Charles L. King and Martha Sue King, his wife,  
who acknowledged that they signed and delivered the foregoing instrument on the day and  
year herein mentioned.

Given under my hand and official seal, this 7th day of June, A. D. 1965

*C. J. Darby*  
Notary Public in and for Harrison County, Mississippi  
My Commission Expires: 7/29/67

ENC

Filing 11 05  
300 words 45  
Certificate 1 30  
Indexing 30  
1/30

STATE OF MISSISSIPPI, COUNTY OF HARRISON:  
I, C. J. Darby, Clerk of the Chancery Court of said County and State, certify that  
the instrument of which the foregoing is a copy was delivered to me to be recorded  
at 10:25 o'clock A.M. on the 7th day of June, 1965  
and recorded June 11th 1965

C. J. DARBY, Clerk  
By *Beulah Smith* D. C.

11-5-117

WARRANTY DEED

THE STATE OF MISSISSIPPI  
HARRISON COUNTY

For and in consideration of the sum of *ten dollars and other good & lawful considerations* cash in hand paid, the receipt of which is hereby acknowledged, *3 Roman (log) do hereby quit claim any interest to land and minerals to Clifford Adolph Vogel*

the following described land situated and being in Harrison County, Mississippi, viz:

*12 acres more or less in NW 1/4 of SW 1/4 and SW 1/4 of SW 1/4 and further described as beginning 1000 ft north of SW corner of SW 1/4 SW 1/4, thence East 750 ft, thence North 150 ft, thence west 750 ft, and thence South 150 ft to point of beginning.*

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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Witness *my* signature, this *3rd* day of *March*,  
A. D. 1959

*Ann Catherine Stegle*  
*Ann Catherine Stegle*

THE STATE OF MISSISSIPPI  
HARRISON COUNTY

Personally appeared before me, the undersigned ~~to be~~ *Ann Catherine Stegle*  
the within named *Ann Catherine Stegle of Sausalito, Miss*  
who acknowledged that *she* signed and delivered the foregoing instrument on the day and  
year herein mentioned

Under my hand and official seal, this *5th* day of *March*, 1959

*Christman Reed*  
Notary Public in and for

My Commission Expires *Jan 1 1968*

STATE OF MISSISSIPPI, COUNTY OF HARRISON:  
I, C. J. Darby, Clerk of the Chancery Court of said County and State, certify that  
the instrument of which the foregoing is a record was delivered to me to be recorded  
at *10:45* o'clock *a.m.* on the *7* day of *June*  
19 *65*, and recorded *June 11th* 19 *65*  
C. J. DARBY, Clerk

Filing 300 words 45  
Certificate 50  
Indexing 30  
1:30

By *Pauline Smith* D.C.

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) and other cash in hand  
paid, receipt of all of which is hereby acknowledged, We, GERALD D. STEWART and  
ANNIE MAE BORSLEY STEWART, his wife, hereby sell,  
convey and warrant unto DON L. RALSTON and NANEEN E. RALSTON, his wife, as joint  
tenants with right of survivorship and not as tenants in common.

that certain parcel of land with all improvements thereon, situated in  
HARRISON COUNTY, MISSISSIPPI, to-wit:

Lot Forty-six (46) of the FIRST ADDITION TO LYNNWOOD SUBDIVISION  
of Harrison County, Mississippi, according to the official plat  
thereof in Book 23, page 91 of the Plat Book Records of Harrison  
County, Mississippi.

Subject to all restrictions and covenants of record.

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

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**PRELIMINARY  
STAFF REPORT**

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From: Zoning Administrator

To: Harrison County Planning Commission

Case File Number: 0104HC052

Hearing Date: April 12, 2001

Subject: Request for a Conditional Use permit to allow for the establishment of a family cemetery on a 1-acre parcel of land as identified on the site plan. The E-1 (very low density residential) District requires a conditional use permit for establishment of a family cemetery.

---

**GENERAL INFORMATION**

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Applicant: Clifford A. Vogle, Sr.

Agent or attorney: N/A

Location: The subject property can generally be described as being located off Road 542, east of Turan Road, south of Burns Road and west of Blackwell Farm Road. The ad valorem tax parcel number is 0902-11-022.000.

Size: Approximately 1-acre

Current Zoning: E-1

Existing Land Use: residential

Surrounding Land Use and Zoning: North: E-1, residential  
South: E-1, residential  
East: E-1, residential  
West: E-1, residential

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Master Plan: <<Use of area under master plan>>

Applicable Regulations: Harrison County Zoning Ordinance.

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**ANALYSIS**

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**Section 904 Conditional Uses**

- 904.01 The purpose of conditional use provisions is to provide for certain uses which because of their unique characteristics, can not be classified properly in any particular district or districts without special consideration in each case of the impact of those uses upon the neighboring lands and of the public interests associated with the particular location. Conditional uses are often essential and desirable for the general convenience and welfare because of their unique characteristics, however, development of such uses requires the exercising of sound planning judgment.
- 904.02 On application made before the Planning Commission, the Planning Commission, shall have the authority to hear and determine whether a conditional use should be granted to the applicant. Recommendations for a conditional use shall be based upon:
- 904.02.01 Evidence that has been heard by the Planning Commission where the applicant contends that he/she has shown:
- a. The subject use is necessary to promote the public interest at the location proposed,
  - b. The subject use is designed, located and proposed to be operated in a manner that public safety, health and welfare are protected,
  - c. The subject use will not cause substantial injury to other property in the neighborhood in which it is located,
  - d. The subject use conforms to all district regulations for the district in which it is located unless other provisions are specifically set forth in the application and
  - e. That the proposed use or development of the land will be in harmony with the scale, bulk, coverage, density, and character of the area or neighborhood in which it is located.
- 904.03 The applicant shall be bound to any conditions which shall be determined to be necessary by Planning Commission upon making a recommendation to secure the general objectives of these ordinances. So as to not adversely affect other properties in the neighborhood such additional conditions shall be established where applicable as necessary to provide for but not limited to:
- 904.03.01 Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, traffic flow and control and access in case of fire or other disaster.
- 904.03.02 Off-street parking with particular attention 904.03.01 above and to noise or glare effects of the conditional use on adjoining properties generally in the district.

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- 904.03.03 Refuse and service areas, with particular reference to items 904.03.01 and 904.03.02 above.
- 904.03.04 Utilities with reference to their location, availability and compatibility with adjoining and nearby uses.
- 904.03.05 Screening and buffering with reference to type, dimensions and character.
- 904.03.06 Control of traffic, public safety, economic impact, and harmony with other properties in the district.
- 904.03.07 Required yards and open spaces.
- 904.03.08 The foregoing conditions shall not be subject to waivers or variances that could be granted under Article IX, Section 906.
- 904.04 The Planning Commission shall be further empowered to review and/or rescind an existing conditional use whenever:
- 904.04.01 An additional or alternate conditional use is being requested for the same property.
- 904.04.02 A conditional use has not been activated within six (6) months of its approval or the applicant has not applied for an extension of time.
- 904.04.03 A conditional use permit has been inactive or inoperative for more than six (6) months.

---

**RECOMMENDATION**

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The staff recommendation is to approve the request as petitioned. The basis for this recommendation is Section 904.02.01 c. The subject use will not cause substantial injury to other property in the neighborhood in which it is located,

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**ATTACHMENTS**

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1. Application w/ attachments
2. Locator map

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**HARRISON COUNTY**  
ENGINEERING DEPARTMENT

15309-C COMMUNITY ROAD • GULFPORT, MISSISSIPPI 39503  
(228) 832-4891/FAX (228) 831-3356



# MEMO

Date: April 16, 2001

To: Harrison Board of Supervisors  
Patrick Bonck

From: Bobby Knesal *BK*

Re: Clifford A. Vogle, Sr. - Family Cemetery  
Tax Parcel No. 0902-11-022.000

I have reviewed the request for a family cemetery at the above referenced location. This office has no objection to the proposed cemetery location.

Thank you for your assistance in this matter.

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

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

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

THIS the 23rd day of April 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 CLAIMS DOCKET, AS 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:

FUND	DESCRIPTION	BEGINNING CLAIM	ENDING CLAIM
001	GENERAL COUNTY FUND	5739	6422
004	SHERIFF'S FORFEITURE FUND	29	29
005	WORTHLESS CHECK DIVISION	14	14
007	PUBLIC SAFETY FUND	17	17
025	STATE TOBACCO GRANT	78	82
026	STATE TRAD GRANT	2	3
051	RSVP FEDERAL	361	364
055	CACFP CHILD ADULT CARE FOOD PROG.	3	3
057	LOCAL LAW ENFORCE BLOCK GRANT	72	74
058	FEDERAL GRANT	40	46
104	RECORD MANAGEMENT FUND	16	17
105	HARRISON COUNTY DEVELOPMENT	20	20
121	H/C FIRE DISTRICTS	308	321
122	STATE PORT AT GULFPORT	15	15
125	SPECIAL REAPPRAISAL FUND	59	61
126	ESCROW FUND	210	233
150	ROAD FUND	1744	1855
156	ROAD PROTECTION FUND	329	344
160	BRIDGE & CULVERT FUND	187	193
210	GENERAL COUNTY B & I SKG FUND	59	65
260	COUNTY PORT B&I SKG FUND	23	25
261	DEVELOPMENT COMM. DEBT	10	10
270	REGIONAL AIRPORT B&I SK FUND	14	14
303	MS DEVELOPMENT BANK \$10M	119	126
306	BEACH NOURISHMENT 2001	16	16
361	G. O. YOUTH DETENTION	26	26
370	G O BONDS, SERIES 1998	197	197
400	SHERIFF'S CANTEEN FUND	114	122
622	911 EMER COMMUNICATIONS SYSTEM	106	110

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624	WORKMEN'S COMP SELF INSURANCE	14	14
651	JUDICIAL ASSESSMENTS CLEARING	40	46
679	SHERIFF SEIZURE FUND	9	9

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

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

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

THIS the 23<sup>rd</sup> day of April 2001.

\* \* \*

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

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Supervisor **WILLIAM W. MARTIN** 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 the following claims:

a) \$11,214.00 to Harrison County School District, lease of Sixteenth Section land, as listed:

- 1) \$1,406.00, District 5 Park, #001-520-530;
- 2) \$1,743.00, District 5 Yard at Work Center, #150-300-530;
- 3) \$5,577.00, District 5 Ballfields, #001-520-530;
- 4) \$ 988.00, District 5 Work Center, #150-300-530;
- 5) \$1,500.00, Code Office, #001-155-530.

b) \$7,867.77 to Brown & Mitchell, Inc., as listed:

- 1) \$5,340.56 for professional engineering services rendered on Harrison County Pedestrian Pathway Phase II, Invoice #10641, payable from #306-357-939.
- 2) \$2,527.21 for professional engineering services rendered on Tradition Parkway, Invoice #10626, payable from #001-100-555..

c) \$720.00 to the Genealogical Society of Utah, as approved by Minute Book 345 page 90, payable from #104-120-581, as listed:

- 1) \$320.00, Invoice #2001-015.
- 2) \$ 40.00, Invoice #2001-016.
- 3) \$160.00, Invoice #2001-018.
- 4) \$200.00, Invoice #2001-020.

d) \$1,438.21 to Shaw Design Group, P.A. for professional services rendered on Renovations to Biloxi County Jail, Invoice #9727-17, payable from #361-223-581.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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e) \$16,650.00 to Samuel B. Day Construction for Contractor's Request and Application for Payment No. 1 for architectural services rendered on courthouse renovations, as recommended by Keleal S. Hassin, Jr., payable from #001-151-581.

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

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

**ORDER RESCINDING ORDER DATED MARCH 19, 2001,  
AND RECORDED IN MINUTE BOOK 349, PAGES 509-  
520, ADOPTING RESOLUTION AUTHORIZING ADVANCE  
NUMBER TWO OF \$2,700,000 UNDER LOAN  
AGREEMENT BY AND BETWEEN MISSISSIPPI  
DEVELOPMENT LOAN BANK AND HARRISON COUNTY  
FOR E-911 COUNTY WIDE COMMUNICATION SYSTEM**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY RESCIND order dated March 19, 2001,  
and recorded in Minute Book 349, Pages 509-520, adopting resolution  
authorizing Advance Number Two of \$2,700,000 under loan agreement by  
and between Mississippi Development Loan Bank and Harrison County for  
E-911 County Wide Communication System. Future advances will be  
requested when an invoice is presented.

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

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

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(SUPERVISOR LADNER OUT ON VOTE)

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

**ORDER APPROVING TRAVEL TO NATCHEZ ON APRIL  
24, 2001 FOR DEPUTY CHANCERY CLERK TIM  
BARNARD TO ATTEND THE SECOND QUARTER MEETING  
OF THE LOCAL GOVERNMENT RECORD COMMITTEE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE travel to Natchez on April  
24, 2001 for Deputy Chancery Clerk Tim Barnard to attend the second quarter  
meeting of the Local Government Record Committee. Expenses incurred will  
be the use of a county vehicle.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	(OUT ON VOTE)
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 23rd day of April 2001.

\* \* \*

**MINUTE BOOK**  
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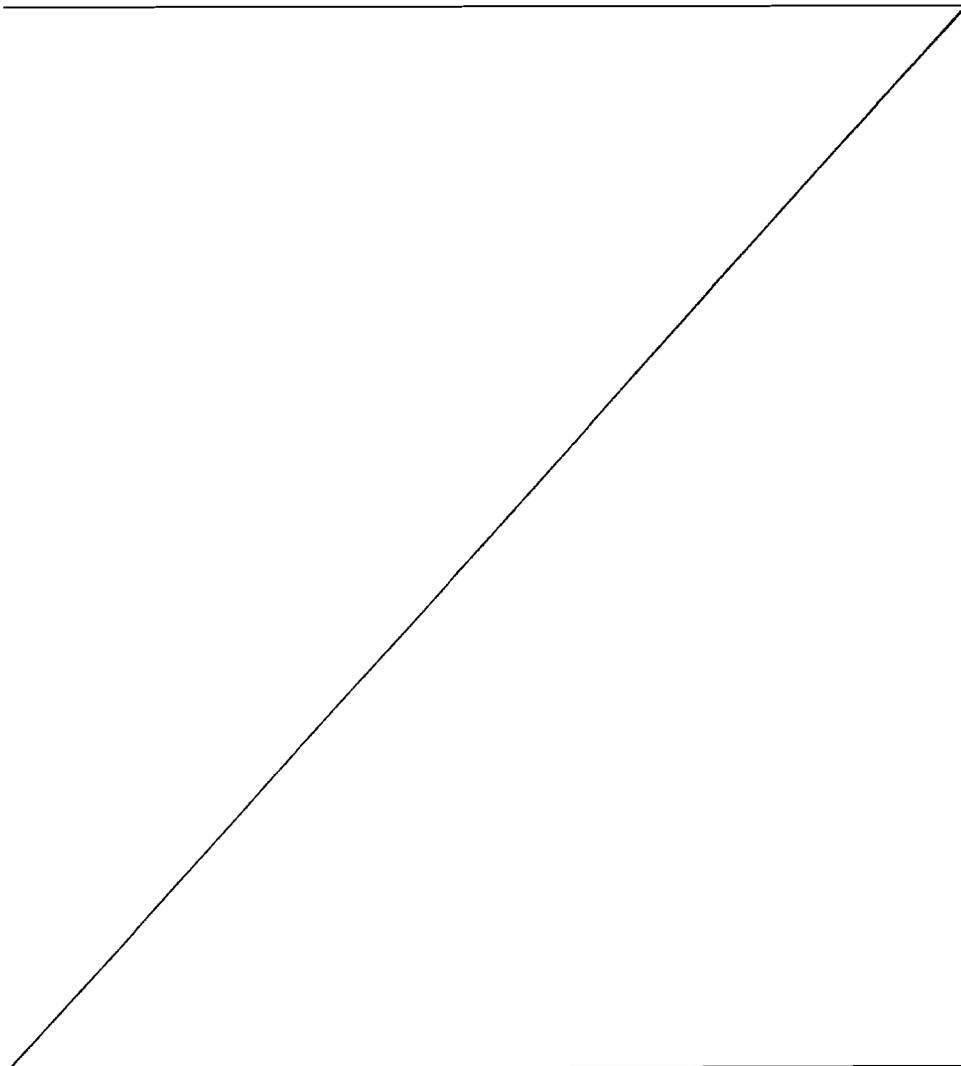
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(SUPERVISOR LADNER OUT ON VOTE)

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

**ORDER APPROVING AN AGRICULTURE LEASE  
AGREEMENT BETWEEN THE PASS CHRISTIAN PUBLIC  
SCHOOL DISTRICT BOARD OF TRUSTEES AND BOBBY  
D. LADNER FOR LEASE OF SIXTEENTH SECTION LAND,  
AND AUTHORIZING THE BOARD PRESIDENT TO SIGN  
SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE an agriculture lease  
agreement between the Pass Christian Public School District Board of  
Trustees and Bobby D. Ladner for the lease of Sixteenth Section Land, same  
being as follows:



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PUBLIC SCHOOL TRUST LANDS  
 AGRICULTURAL LEASE AGREEMENT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS AGRICULTURAL LEASE AGREEMENT made and entered into this  
 the 6th day of April, 2000, by and between  
 the PASS CHRISTIAN BOARD OF TRUSTEES (hereinafter called "LESSOR" and  
Bobby D. Ladner, (hereinafter called "LESSEE").

WITNESSETH:

That for the term and consideration of the annual rentals, taxes and  
 assessments hereinafter set forth, and the covenants, conditions, and obligations  
 to be observed and performed by the LESSEE, the LESSOR does hereby lease, let  
 and rent unto LESSEE the following agricultural lands, situated in

Harrison County, Mississippi and described as:

Section 16, Township 7 South, Range 13 West:  
 Commence at the Southeast corner of the Northeast Quarter of Section 16,  
 Township 7 South, Range 13 West, Harrison County, Mississippi and the  
 Point of Beginning; thence North 09°00' 26" West along an existing fence a  
 distance of 516.1 feet to a point; thence North 09°09' 59" West along an  
 existing fence a distance of 243.0 feet to a point; thence North 06°32' 51"  
 West along an existing fence a distance of 567.7 feet to a point; thence  
 North 87°42' East along an existing fence a distance of 155.0 feet to a point  
 being the Northeast corner of the Southeast Quarter of the Northeast  
 Quarter of said Section 16; thence South along the east line of said Section  
 16 a distance of 1,320.3 feet to the Point of Beginning; this tract of land is  
 situated in the Southeast quarter of the Northeast Quarter of Section 16,  
 Township 7 south, Range 13 West, Harrison County, Mississippi.

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PUBLIC SCHOOL TRUST LANDS  
AGRICULTURAL LEASE AGREEMENT

PAGE 2

containing 2.56 acres more or less (hereinafter referred to as Lease Premises).

(1) The term of this lease shall be for four (4) years and nine (9) months, beginning on the 1st day of April, 2001, and terminating on the 31<sup>st</sup> day of December, 2005.

(2) LESSEE covenants and agrees to pay (i) as rental to LESSOR at its office at 701 West North Street, Pass Christian, Mississippi,

the sum of Fifty and 50/100 Dollars, per annum in advance; and (ii) any and all general and special taxes and assessments, including drainage taxes, applicable to the Lease Premises. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, Lessor or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due.

LESSEE, further agrees to pay any and all survey costs and recording fees associated with this lease or any other fees determined by law.

For any rent, tax, assessment or other payment required under this lease not paid when due, LESSEE agrees to pay interest at the maximum rate allowed by law.

(3) The Lease Premises is Sixteenth Section Public School Trust Land and is classified as AGRICULTURAL LAND. Any use of the Lease Premises for any purpose not consistent with the Agricultural Land classification as provided by law is strictly prohibited.

(4) All improvements and additions to the Lease Premises shall adhere to the Lease Premises and become the property of the LESSOR. LESSEE agrees that he will, at his own expense, keep all buildings and other improvements on the Lease Premises in a satisfactory state of repair and shall deliver the same at the

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PUBLIC SCHOOL TRUST LANDS  
AGRICULTURAL LEASE AGREEMENT

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expiration of this lease in as good a condition as the same now are, ordinary wear and tear and destruction by acts of God excepted. LESSEE shall carry fire and tornado insurance in favor of LESSOR on all insurable buildings in an amount agreeable to the Superintendent of Education with the approval of the Board of Trustees. Lessee shall furnish the Superintendent of Education a copy of the insurance policy.

(5) This lease shall not be assigned without the prior written consent of the LESSOR. Permission shall not be granted for any sublease or partial assignment of this lease. Any attempt to assign this lease without first obtaining the prior written consent of the LESSOR, or to sublease or make any partial assignment of this lease shall constitute default in the lease.

(6) LESSOR reserves and excepts from said lease all timber standing or growing on the Lease Premises, now or during the term of this lease, together with the right of ingress and egress upon the Lease Premises at will to plant, tend, harvest, or sell any part of said timber and to remove same. LESSEE shall not cut or permit the cutting, clearing, pruning or trimming of any timber for any purposes without the prior written approval of the Mississippi State Forestry Commission and the LESSOR.

(7) LESSOR reserves and excepts all oil, gas and other minerals, including coal, lignite, clays, sand, fill dirt, gravel, and other hard minerals together with the right of ingress and egress to explore for, mine, produce, remove and sell.

(8) LESSOR reserves the right to grant and sell easements and rights of way on, over and across the Lease Premises. This however is not to prevent LESSEE from collecting from any utility company for any crop damage which may be sustained by LESSEE in the construction, operation or maintenance of utilities on such right of way or easement.

(9) LESSOR reserves the right of ingress and egress to and upon the Lease Premises for purposes of inspecting said property, improvements and farming operations thereon, and for the purposes of clearing any of the land which is now uncultivated and such ingress and egress as may be reasonably necessary there and about.

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PUBLIC SCHOOL TRUST LANDS  
AGRICULTURAL LEASE AGREEMENT

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(10) LESSEE further covenants and agrees:

(a) To keep and maintain all allotments for cotton, rice, wheat or any other crop for the Lease Premises under federal farm programs, and to take such action as may be reasonably necessary to protect said government allotments for the Lease Premises. LESSEE agrees that it will not transfer such allotments without the written consent of the LESSOR and only if said transfer may be made without prejudice to said allotments being transferred to the LESSOR upon the expiration of the terms of this lease;

(b) Not to bring or leave litter, trash, rubbish or any toxic or hazardous substance upon the land. Not to commit, cause to be committed or permit any act of waste upon the Lease Premises. Waste shall include, but shall not be limited to acts, or the failure to act, that result in erosion, loss of topsoil, or contamination of soil and surface or ground water;

(c) To keep and maintain all drains and drainage ways clean, open and in good working condition;

(d) To take proper and customary measures to prevent the growth and spread of noxious grasses, weeds or vegetation on the Lease Premises;

(e) To use and apply good and husbandlike practices in the use and farming of the Lease Premises and at the expiration of this lease to return the same to LESSOR in as good condition as same now is, destruction by acts of God excepted;

(f) To indemnify, save and hold harmless LESSOR from and against any and all loss debts, demands, claims, damages, costs, suits or actions at law or equity, judgements, including attorneys fees and expenses on the part of any person, entity or corporation whatsoever, arising out of, or attributable to, or in any way connected with the condition of the leased land and property or the use or occupation of said land and property by LESSEE. In addition to all other matters, this indemnity shall also apply to any assessments, fines, penalties, remediation, cleanup, orders, injunctions and judgments by any federal, state or local court or administrative agency arising out of or in any way connected with laws or regulations pertaining to the environment including, but not limited to, laws relating to air, water, soil and toxic or hazardous substances;

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PUBLIC SCHOOL TRUST LANDS  
AGRICULTURAL LEASE AGREEMENT

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- (g) Not to make any alteration upon the Lease Premises without the express written consent of the LESSOR;
- (h) Not to use, or permit the use of the Lease Premises for any activity deemed extra-hazardous;
- (i) Not to use, or permit to be used, the leased property for any unlawful or immoral purpose;
- (j) To maintain the Lease Premises in a neat and orderly manner and to refrain from creating or causing any unsafe or unsightly conditions, attractive nuisances or other nuisances.
- (k) To strictly comply with all federal, state and local laws and regulations pertaining to the environment including, but not limited to, laws and regulations relating to air, water, soil and toxic or hazardous substances, and specifically to comply with all federal, state, and local laws and regulations governing the use and application of chemicals for the control of pests, insects and weeds, or any other agricultural chemicals:
- (l) To surrender and deliver full, quiet and peaceful possession of the Lease Premises to the LESSOR upon expiration or termination of this lease.
- (m) To apply acceptable soil conservation practices such as contour farming or minimum till farming where necessary to prevent erosion or loss of topsoil.
- (11) Any one of the following events shall constitute ground for immediate default of this lease, at LESSOR'S option:
  - (i) Failure to pay rent or any taxes or assessments within 60 days after the due date thereof;
  - (ii) Breach by LESSEE of any covenant or obligation of this lease.

In the event of LESSEE'S breach of any covenant or obligation contained in this lease, excepting the obligation to pay rent, taxes or assessments, LESSEE shall be entitled to notice in writing of the breach and shall have 30 days from the date of the notice to cure or correct such breach. Upon the failure of the LESSEE

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to correct or cure such breach, LESSOR shall have the option to declare this lease in immediate default. No notice to LESSEE is required prior to declaring this lease in default for the failure to pay any rent, tax or assessment hereunder. LESSOR'S failure to assert any grounds for default shall not be deemed a waiver of the right to do so at any later time.

Upon declaring this lease in default, LESSOR shall have the following rights and may exercise any one or more of the following remedies in addition to such other rights, remedies, penalties and liens as may be allowed by other provision of this lease, by law or in equity; (a) LESSOR may declare this lease terminated and may then enter upon and take possession of the premises; LESSOR shall not be obligated to relet the premises, but any amount received pursuant to any subsequent lease shall be the exclusive property of LESSOR; (b) LESSOR may declare all rent for the remaining term of the lease to be immediately due and payable and LESSEE shall be liable therefor with interest until paid at the highest rate allowed by law; upon failure to pay the same promptly, LESSOR may declare this lease terminated and may collect the accelerated amount of rentals due without credit to LESSEE for any sums received on reletting; (c) LESSOR may permit this lease to remain in force and may collect rents in intervals or as the same accrue; (d) LESSOR may require specific performance of LESSEE'S obligations hereunder or may hold LESSEE liable for the cost of performing such obligations.

(12) In the event it becomes necessary for LESSOR to retain the services of attorneys to enforce any covenant or obligation under this lease or to collect any damages, rent, tax, assessment or any other sum under the terms of this lease, LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for LESSOR. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys's fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

(13) Notwithstanding any provisions of this lease containing a default provision, any present or future holder of a mortgage or deed of trust representing money loaned on the Lease Premises, shall have the right of a sixty day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of

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PUBLIC SCHOOL TRUST LANDS  
AGRICULTURAL LEASE AGREEMENT

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said lease may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, to either require the correction of such default, or in lieu thereof, to protect itself through the exercise of a power of sale and thereby acquire a leasehold in said property and correct such default. LESSEE hereby agrees to notify the LESSOR of the existence of all such mortgages, deeds of trust or other secured encumbrance and that, in absence of such notice, LESSOR has no obligation whatsoever to notify any such holder of said encumbrance.

(14) LESSOR reserves and excepts for itself full and exclusive right to apply for and enter the Lease Premises into the Conservation Reserve Program and any other conservation programs now existing or created in the future administered by any governmental agency. LESSEE shall have no right to apply for or enter the Lease Premises into such conservation programs; however this exception shall not be construed to prohibit or limit LESSEE'S participation in any farm programs administered by any governmental agency supporting the growing of crops such as cotton, corn, soybeans, rice, oats, wheat or other similar crops planted on Lease Premises for harvest after a growing season of less than 12 months. In the event that LESSOR applies for entry of Lease Premises into any such conservation program, LESSEE agrees and binds himself to execute all transfers and releases in favor of LESSOR that may be required by the governmental agency administering such program. At such time as Lease Premises is entered in any such conservation program, LESSEE'S rights in Lease Premises shall be and become limited by the terms and conditions of such conservation program. Upon acceptance and entry of the Lease Premises into any such conservation program, LESSOR shall give notice to LESSEE, and LESSEE shall have the option to cancel this lease by giving written notice to LESSOR. Upon exercise of this option to cancel, LESSEE shall be entitled to a refund of any prepaid rent prorated to the date on which LESSEE notifies LESSOR of the exercise of the option to cancel lease.

(15) This lease is made and accepted (1) without any representation or warranties of any kind on the part of the LESSOR as to title or suitability to the purpose for which the same is granted; and (2) expressly subject to any and all existing easements, reservations, rights-of-way, contracts, leases or other encumbrances or servitudes now of record or on the ground affecting the land herein described, or to any such agreements that may hereafter be granted from time to time to others by LESSOR.

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PUBLIC SCHOOL TRUST LANDS  
AGRICULTURAL LEASE AGREEMENT

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(16) LESSEE assumes responsibility for the condition of the premises and LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on said premises who derives his right to be thereon from LESSEE.

(17) The death of the LESSEE shall not terminate this contract and same shall be binding on the heirs, executors, administrators, successors and any lawful assigns of the LESSEE.

IN WITNESS WHEREOF, this Lease is executed by LESSOR on the date first written above pursuant to an Order duly entered upon its Minutes.

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PUBLIC SCHOOL TRUST LANDS  
AGRICULTURAL LEASE AGREEMENT

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LESSOR: PASS CHRISTIAN PUBLIC SCHOOL DISTRICT BOARD  
OF TRUSTEES

BY Rebecca Montgomery  
BOARD PRESIDENT

BY [Signature]  
SUPERINTENDENT OF EDUCATION

LESSEE: R. D. Bobby Ladner  
(Print Name) R. D. Bobby LADNER

APPROVED:

BOARD OF SUPERVISORS, HARRISON COUNTY

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

Date: \_\_\_\_\_

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PUBLIC SCHOOL TRUST LANDS  
AGRICULTURAL LEASE AGREEMENT

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ACKNOWLEDGMENTS

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for  
the said county and state on this the 6th day of April, 2001,  
within my jurisdiction, the within named Rebecca Montgomery

who acknowledged that he is the President of the Pass Christian Public School  
District Board of Trustees, and that in said representative capacity he  
executed the above and foregoing instrument after first having been duly  
authorized so to do.

<<SEAL>>

Baron J. Dancier  
NOTARY PUBLIC

My Commission Expires:

Notary Public State of Mississippi At Large  
My Commission Expires: September 25, 2001

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PUBLIC SCHOOL TRUST LANDS  
AGRICULTURAL LEASE AGREEMENT

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for  
the said county and state on this the 6th day of April, 2001,  
within my jurisdiction, the within named Philip Terrell

Who acknowledged that he is Superintendent of Education of the Pass Christian  
Public School District, and that in said representative capacity he executed the  
above and foregoing instrument after having been duly authorized so to do.

<<SEAL>>

Andrew J. Sawyer  
NOTARY PUBLIC

My Commission Expires:

Notary Public State of Mississippi At Large  
My Commission Expires: September 25, 2001

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PUBLIC SCHOOL TRUST LANDS  
AGRICULTURAL LEASE AGREEMENT

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for  
the said county and state on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
within my jurisdiction, the within named \_\_\_\_\_

Who acknowledged that \_\_he is President of Harrison County Board of Supervisors,

and that in said representative capacity \_\_he executed the above and foregoing  
instrument after having been duly authorized so to do.

<<SEAL>>

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



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PUBLIC SCHOOL TRUST LANDS  
AGRICULTURAL LEASE AGREEMENT

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Indexing Instructions:

The property described in this instrument is located in the

SOUTHEAST QUARTER OF THE NORTHEAST QUARTER  
OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 13 WEST,  
HARRISON COUNTY, MISSISSIPPI

This Instrument Was Prepared By

Balch and Bingham  
1310 25<sup>th</sup> Avenue  
Gulfport, MS 39501

Addresses Of The Parties

LESSOR  
Board of Trustees of the Pass Christian School District  
701 West North Street  
Pass Christian, MS 39571  
Telephone 452-7271

LESSEE  
Bobby Ladner  
20222 Daugherty Road  
Long Beach, MS 39560

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The Board further HEREBY AUTHORIZES the Board President to execute said lease agreement.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	(OUT ON VOTE)
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 23rd day of April 2001.

\* \* \*

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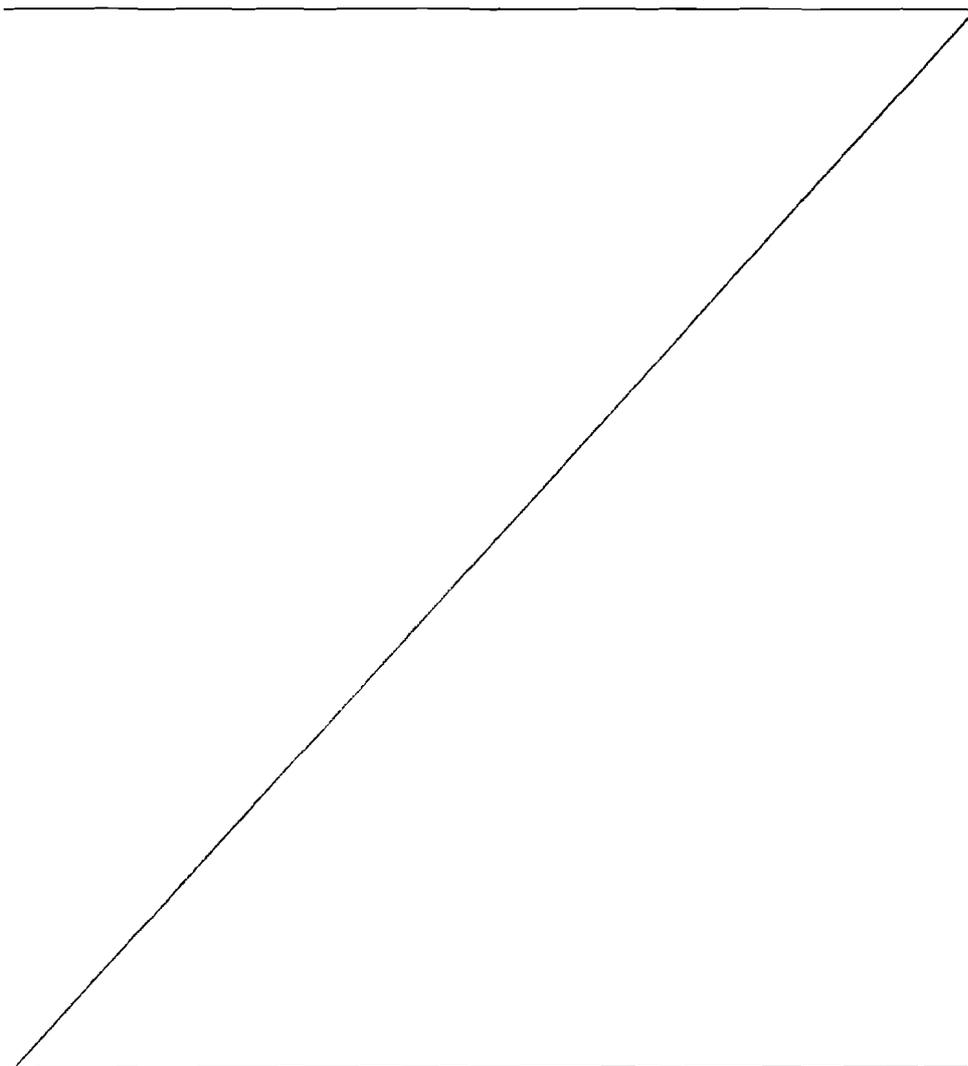
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(SUPERVISOR LADNER OUT ON VOTE)

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

**ORDER APPROVING A RIGHT OF WAY LEASE  
AGREEMENT BETWEEN THE PASS CHRISTIAN PUBLIC  
SCHOOL DISTRICT BOARD OF TRUSTEES AND R. D.  
"BOBBY" LADNER FOR LEASE OF SIXTEENTH SECTION  
LAND, AND AUTHORIZING THE BOARD PRESIDENT TO  
EXECUTE SAID AGREEMENT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE a right of way lease  
agreement between the Pass Christian Public School District Board of  
Trustees and R. D. "Bobby" Ladner for the lease of Sixteenth Section Land,  
same being as follows:



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RIGHT OF WAY LEASE AGREEMENT

SIXTEENTH SECTION LANDS  
HARRISON COUNTY, MISSISSIPPI

THIS Right of Way Lease Agreement is executed by and between PASS CHRISTIAN SCHOOL DISTRICT, acting by and through its Board of Trustees (Lessor), 701 West North Street, Pass Christian, Mississippi 39571, and R. D. "Bobby" Ladner (Lessee), 20222 Daugherty Road, Long Beach, Mississippi 39560.

Leased Lands. Lessor does hereby lease and rent unto Lessee, upon the terms and conditions herein stated, a non-exclusive right of way across a parcel of land situated in the Pass Christian School District, as described in Exhibit "A" attached hereto (the "Leased Premises").

Term. This lease of the non-exclusive right of way is for a term of 5 years, beginning on April 1, 2001. The term of this lease is subject to renewal upon the mutual agreement of the parties and as allowed by law.

Rent. Lessee agrees to pay \$203.00 upon the execution of this lease and \$203.00 on each subsequent anniversary date of the commencement of this lease as annual rent in advance during the term hereof, subject to rent adjustments as hereafter provided. In addition to the foregoing rent, Lessee shall pay all taxes and assessments imposed upon the Leased Premises as and when required by law, but subject to Lessee's right to contest same.

Assignments. Neither this lease nor any rights granted herein or conferred by law with respect to this lease may be assigned in whole or in part nor may all or any part of the Leased Premises be sublet without Lessor's prior written permission. The provisions of this lease shall be fully binding upon Lessee's successors and assigns after any valid transfer.

Use of Property. Lessee shall keep the Leased Premises, including but not limited to, all improvements, drainage and property in a good state of repair, at lessee's expense, and shall return it to the Lessor in the same condition as it was in at the beginning of the term of this lease, the natural wear and tear and acts of God excepted. Lessee shall not use the Leased Premises or allow the Leased Premises to be used for any illegal purpose.

Value of Improvements. Improvements presently on the Leased Premises are owned by Lessor, and the value thereof shall be included in determining fair market rental of the land. The value of any improvements added by Lessee shall be excluded in determining fair market rental.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Use of Improvements. (a) Upon expiration or termination of this lease, unless extended or renewed, all improvements shall become the property of Lessor. Lessee may freely alter, remodel or add additional improvements, but no building shall be removed without Lessor's prior written consent. Lessee agrees to keep all structures in a good state of repair, reasonable wear and depreciation excepted, and to maintain the Leased Premises in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped. Lessee agrees to leave the Leased Premises in good condition, suitable for immediate occupancy by others. Lessee will allow inspection of the Leased Premises at reasonable times by the Lessor or its representative.

(b) Lessee shall be solely responsible during the term of this lease to assure that present or future improvements on the Leased Premises and all uses of the Leased Premises are in compliance at all times with the applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations promulgated pursuant thereto, and with any other laws, regulations or ordinances, including, but not limited to environmental laws and regulations, which prescribe the condition of buildings and the adjoining areas of the Leased Premises. To the extent allowed by law, Lessee shall protect, indemnify and hold harmless and, upon Lessor's request, defend Lessor from and against any and all loss, damage, costs or liability (including legal fees) directly or indirectly arising out of or attributable to these requirements. This indemnity shall survive the expiration or termination of this lease.

(c) By written notice to Lessee at least 90 days before expiration of this lease (or with notice of termination in the event of a default), Lessor may require Lessee to remove all or any designated portion of the improvements. Within 90 days after the giving of notice, Lessee shall at its expense remove all such improvements, all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the Leased Premises to a condition suitable for construction, use and occupancy by others.

(d) Lessee shall place no improvement on the Leased Premises which would interfere with or impede the use of the road on the Leased Premises by others.

Abandoned Property. Without waiver of any rights or remedies available to Lessor at law or in equity, it is agreed that any personal property remaining on the Leased Premises longer than 30 days after expiration or termination of this lease shall be deemed abandoned, and Lessee shall have no further interest therein. Lessor may dispose of such abandoned property and retain the proceeds; but

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if the costs of removal exceed the net proceeds, if any, Lessee shall be liable for the difference.

Insurance. (a) Lessee shall keep all improvements insured against fire and casualty losses, with an extended coverage endorsement, throughout the term hereof with a replacement cost policy and shall provide Lessor with current certificates that the required insurance is in effect and will not be cancelled without 30 days prior notice to Lessor. Lessor shall be named in the policy as an additional insured. All insurance proceeds received shall be held jointly by Lessor and Lessee and applied first to the performance of Lessee's obligations expressed in this lease pertaining to damage to or destruction of buildings by fire or other casualty.

(b) Lessee shall provide and maintain throughout the term of this lease a policy of general liability insurance insuring Lessee against liability for bodily injury, property damage (including loss of use of property), personal injury and death arising out of the operation, use or occupancy of the Leased Premises and shall provide Lessor with a current certificate that the required insurance is in effect. Such policy shall be an occurrence form, shall name Lessor as an additional insured and shall provide that the policy shall not be cancelled or altered in a manner which adversely affects coverage without 30 days prior written notice to Lessor. The amount of such insurance shall be not less than \$500,000.00 per occurrence, or in such larger amount as Lessor may reasonably request which is consistent with liability insurance limits required by lessors of other property of like kind and use.

Indemnity. To the extent allowed by law, Lessee waives all claims against Lessor and against persons acting for and on behalf of Lessor for damages to any property or injury to or death of any person in or upon the Leased Premises arising at any time and from any cause other than the sole active negligence or willful misconduct of Lessor or its representatives. To the extent allowed by law, Lessee shall indemnify and hold Lessor harmless from any damage to property or injury to or death of persons arising from the use of the Leased Premises by Lessee, except such as is caused by the sole active negligence or willful misconduct of Lessor or its representatives. The foregoing indemnity obligation of Lessee shall include reasonable legal fees and all other reasonable costs and expenses incurred by Lessor from the first notice of any claim or demand. The provisions of this section shall survive the expiration or termination of this lease with respect to any damage or injury which occurred prior to such expiration or termination.

Environmental. Lessee makes the following covenants regarding environmental laws and regulations.

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(a) Lessee will not or allow any other party to use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by any present or future laws or regulations or any governmental authority or by any administrative or judicial decisions) or any solid wastes and will not allow any other person to do so except in minor amounts under conditions permitted by applicable laws and regulations. Lessee shall dispose of all solid, liquid or gaseous wastes, both hazardous and non-hazardous, in compliance with all applicable laws, regulations and administrative or judicial decisions.

(b) Lessee shall give prompt written notice to Lessor of:

(i) any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property;

(ii) all claims made or threatened by any third party against Lessee or the Leased Premises relating to any solid wastes or hazardous substance; and

(iii) Lessee's discovery of any occurrence or condition that would cause the Leased Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

(c) Lessee shall have first and primary responsibility for any remediation resulting from violation of the environmental provisions of this lease and shall expend such funds as may be necessary to comply with such provisions or with any requirements of law. Without limitation on the foregoing, to the extent allowed by law, Lessee shall protect, indemnify and hold harmless and, upon Lessor's request, defend Lessor from and against any and all loss, damage, costs or liability (including legal fees) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, discharge, disposal or presence of a hazardous substance or pollutant on, under or about the Leased Premises or any solid, liquid or gaseous wastes not disposed of according to law including, without limitation, the costs of any required or necessary repair, cleanup or detoxification of the Leased Premises and the implementation of any remedial or required plans. This indemnity shall survive the expiration or termination of this lease.

Default. Any one of the following events shall constitute grounds for immediate default of this lease, at Lessor's option, without notice or demand:

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(a) Failure to make payment of rent within thirty (30) days after the due date thereof,  
(b) Any full or partial assignment or sublease in violation of the provisions hereof, or  
(c) Lessee's using or allowing the use of the Leased Premises for any illegal purposes  
or for any purposes not consistent with 16<sup>th</sup> Section property classified as agricultural property  
pursuant to applicable state law.

In the event of Lessee's breach of any other covenant or obligation herein expressed, Lessee shall be entitled to notice in writing of the breach and shall have thirty (30) days after notice has been given to cure or correct the same. Upon failure to do so, Lessor shall have the option to declare this lease in immediate default. Lessor's failure to assert any grounds for default shall not be deemed a waiver of the right to do so at any time.

Remedies. In the event of Lessee's breach of any obligation hereunder and such default is not corrected within the time allowed, if any, then Lessor, having declared this lease in default, shall be entitled to all rights, remedies, and liens as may be allowed at law or in equity. Lessee shall pay a reasonable attorney's fee to Lessor if any proceedings are needed to enforce any provision of this lease.

Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for Lessee's normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this lease shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to the Lessor without participation by Lessee except to the extent the award fairly represents the value of improvements which are the property of Lessee.

Reservation. Lessor reserves the following rights and interests in the Leased Premises: (a) Title to all timber, minerals, oil and gas together with the right of ingress and egress to remove same, as provided by law, and all rights to subterranean water; (b) The right to grant or sell rights-of-way across the Leased Premises as provided by law; and (c) For its own use and for the use of its designated representatives a right of access, ingress and egress to, from and across the Leased Premises for the purpose of carrying out the statutory and fiduciary obligations of the Lessor with respect to the Leased Premises or lands adjacent thereto.

Notices. All notices and other communications required or permitted to be given pursuant to this lease shall be in writing, shall be addressed to the party intended at the address set forth herein (or

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at such other address as may be designated in writing to the other party) and shall be deemed given (a) three days after deposit in the United States mail, postage prepaid, registered or certified with return receipt requested; (b) upon the date of the receipt for delivery by an expedited delivery service which obtains a receipt upon delivery; or (c) by delivering same in person or to the office of the addressee.

IN WITNESS WHEREOF, this lease is executed by Lessor on the 6th day of April 2001, pursuant to an order entered upon its minutes and is executed by Lessee on the 6th day of April, 2001.

BOARD OF TRUSTEES OF THE  
PASS CHRISTIAN SCHOOL DISTRICT

By: Rebecca Montgomery  
President

By: [Signature]  
Superintendent

R. D. Bobby Lagher  
R. D. "Bobby" Lagher

APPROVED:

**BOARD OF SUPERVISORS, HARRISON COUNTY**

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

Date: \_\_\_\_\_

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Indexing Instructions

The property described in this instrument is located in the

SE 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 13  
WEST, HARRISON COUNTY, MISSISSIPPI

This Instrument Was Prepared By

Balch & Bingham  
1310 25<sup>th</sup> Ave.  
Gulfport, MS 39501-7748

Addresses Of The Parties

LESSOR  
Board of Trustees of the Pass Christian School District  
701 W. North Street  
Pass Christian, MS 39571  
Telephone 228-452-7271

LESSEE  
R.D. "Bobby" Ladner  
20222 Daugherty Road  
Long Beach, MS 39560

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

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, within my jurisdiction, the within named Rebecca Montgomery and Philip Terrell, who acknowledged that they are President of the Board of Trustees and Superintendent, respectively, of the Pass Christian School District and that for and on behalf of the said Board of Trustees and the Pass Christian School District and as their respective act and deed they executed the above and foregoing instrument, after first having been duly authorized so to do.

Baron J. Saucier  
NOTARY PUBLIC

My Commission Expires:

Notary Public State of Mississippi At Large  
My Commission Expires: September 25, 2001

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, within my jurisdiction, the within named R.D. "Bobby" Ladner, who acknowledged that he executed the above and foregoing instrument.

Baron J. Saucier  
NOTARY PUBLIC

My Commission Expires:

Notary Public State of Mississippi At Large  
My Commission Expires: September 25, 2001

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, within my jurisdiction, the within named Larry Benefield, who acknowledged that he is President of the Board of Supervisors of Harrison County, Mississippi, and that for and on behalf of said Board of Supervisors and County and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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EXHIBIT A

Commence at the Northeast corner of the Southeast Quarter of Section 16, Township 7 South, Range 13 West, Harrison County, Mississippi; thence N 87 degrees 31' W a distance of 411.5 feet to a point; thence S 67 degrees 39' W a distance of 418.9 feet to a point; thence S 37 degrees 32' W a distance of 112.05 feet to a point on the centerline of Vidalia Road; thence N 13 degrees 55' W along said centerline a distance of 676.35 feet to a point; thence N 63 degrees 45' E a distance of 35.6 feet to a point on the East Right-of-Way of said Vidalia Road and the Point of Beginning; thence continue N 63 degrees 45' E a distance of 337.05 feet to a point; thence N 44 degrees 02' E a distance of 586.6 feet to a point; thence N 30 degrees 58' E a distance of 182.41 feet to a point; thence N 71 degrees 29' E a distance of 166.48 feet to a point on the East line of said Section 16.

This Roadway easement shall be twenty (20) feet in width, being ten (10) feet on either side of the above described centerline, and containing .58 acres, more or less, and being situated in Section 16, Township 7 South, Range 13 West, Harrison County, Mississippi.

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The Board further HEREBY AUTHORIZES the Board President to sign said agreement.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	(OUT ON VOTE)
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 23rd day of April 2001.

\* \* \*

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(SUPERVISOR LADNER OUT ON VOTE)

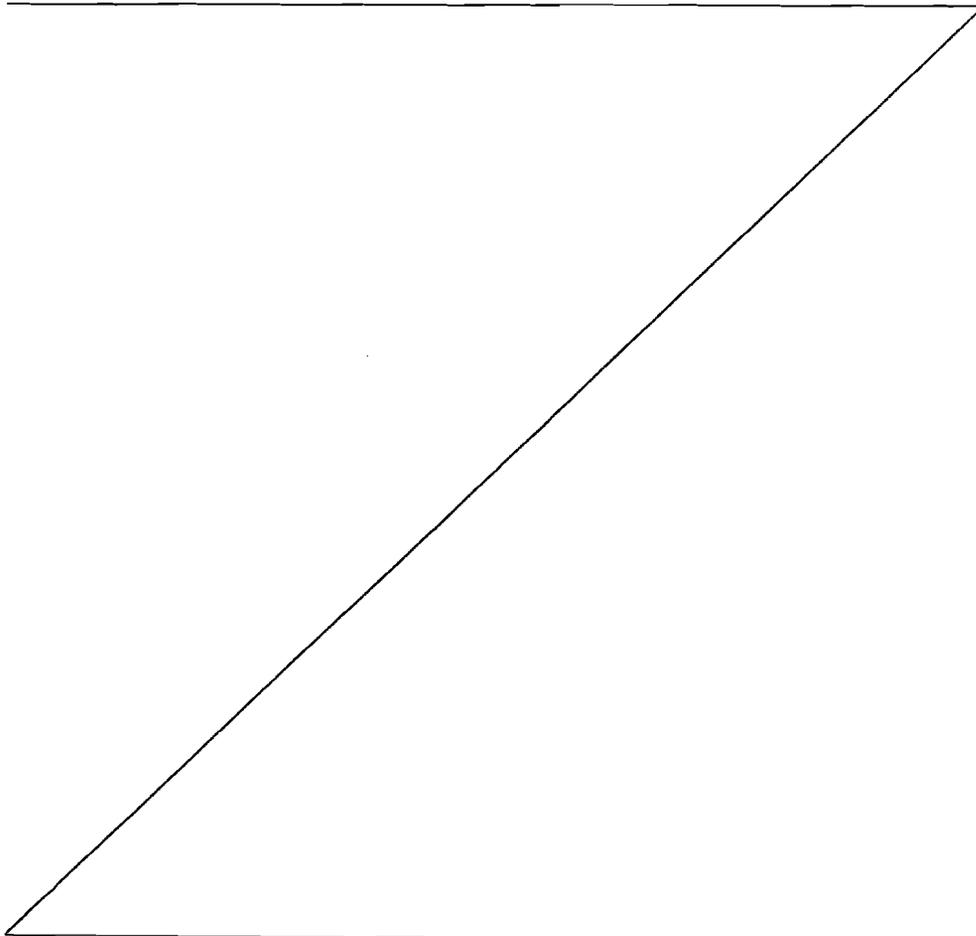
Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING ISSUANCE OF DUPLICATE  
WARRANTS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE issuance of duplicate  
warrants, as listed:

- a) \$300.00 to Otha Townsend for labor needed, per certificate and affidavit filed with the Chancery Clerk's Office.
- b) \$225.00 to Chris Ishee for rental of community center, per certificate and affidavit filed with the Chancery Clerk's Office.

The certificate and affidavit in support of each of the aforesaid is as follows:



# MINUTE BOOK BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI APRIL 2001 TERM

### CERTIFICATE AND AFFIDAVIT FOR ISSUANCE OF DUPLICATE WARRANT

THE STATE OF MISSISSIPPI, }  
HARRISON COUNTY

I, John McAdams, Clerk of the Chancery Court and Ex-Officio Clerk of the Board of Supervisors and County Auditor in and for said County and State, do hereby certify that  
HARRISON COUNTY DEPOSITORY Warrant Number 44576 of said County and State, in the sum of \$ 200.00 was issued on the 18<sup>th</sup> day of March, 2001, payable to Otha Townsend for Labor Needed out of said Fund, as shown by an order of Allowance of said Board in Minute Book No. \_\_\_\_\_ at page \_\_\_\_\_

Given under my hand and official seal, this the 18<sup>th</sup> day of April, 2001  
John McAdams  
John McAdams, Chancery Clerk and Ex-Officio Clerk of the Board of Supervisors and Auditor in and for Harrison County, Mississippi

THE STATE OF  
COUNTY OF

This day personally appeared before me, the undersigned authority in and for said County and State  
Otha Townsend the Payee of the Warrant No. 44576, who, being by me first duly sworn, deposes and says that Deposition in the sum of \$ 200.00 by the County Depository of said County and State, for Labor Needed has been lost, misplaced or destroyed; that payment thereof has not been made or received; and that the same has not been transferred or assigned.  
WHEREFORE, affiant, on behalf of said Otha Townsend prays that a duplicate of said warrant be issued as authorized by law, and herewith tenders bond conditioned as provided by law for the issuance of a duplicate thereof.

Sworn to before me, this the 18<sup>th</sup> day of April, 2001 Affiant  
Otha Townsend  
Bob Bentley  
NOTARY PUBLIC  
My Commission Expires January 1, 2002



### BOND FOR ISSUANCE OF DUPLICATE WARRANT

THE STATE OF  
COUNTY OF

KNOW all men by these presents that we, Otha Townsend principal and Payee and \_\_\_\_\_ and \_\_\_\_\_ as sureties, are held and firmly bound unto the State of Mississippi in the penal sum of \$ 200.00 Dollars, for the payment of which well and truly to be made, we bind ourselves, our heirs and legal representatives, jointly and severally, firmly by these presents.

SIGNED by us, this the 18<sup>th</sup> day of April, 2001  
THE condition of this Bond is such that, Whereas, on the 18<sup>th</sup> day of April, 2001, the Clerk of the Chancery Court and Ex-Officio Clerk of the Board of Supervisors of said County and State, issued to said HARRISON COUNTY DEPOSITORY warrant Number 44576 of General County Fund of said County and State, in the sum of \$ 200.00 for Otha Townsend; and WHEREAS, a duplicate of said warrant is to be issued in lieu thereof; and, WHEREAS, the original warrant has never been paid by the said County or its Depository, and the same has never been assigned or transferred and has never been disposed of and has been lost, misplaced or destroyed.  
NOW, thereof, if the said Otha Townsend as principal or the sureties hereof shall well and truly pay unto the State of Mississippi for the use and benefit of said Fund of said County all and any damages which it may sustain or suffer by reason of the issuance of a duplicate of said above numbered warrant, together with all costs, expenses and attorneys' fees, if any, incurred in the enforcement of this Bond, as provided in Section 25-55-25 Code of Mississippi of 1972, Annotated; then, this obligation shall be void, otherwise, this Bond shall remain in full force and effect.

Otha Townsend Principal  
Otha Townsend Surety  
Surety

The foregoing bond and sureties approved, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
President, Board of Supervisors  
John McAdams, Chancery Clerk and Ex-Officio Clerk of the Board of Supervisors and Auditor in and for Harrison County, Mississippi

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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CERTIFICATE AND AFFIDAVIT FOR ISSUANCE OF DUPLICATE WARRANT

THE STATE OF MISSISSIPPI,
HARRISON COUNTY

I, John McAdams, Clerk of the Chancery Court and Ex-Officio Clerk of the Board of Supervisors and County Auditor in and for said County and State, do hereby certify that Harrison County Depository Warrant Number 95689 of said County and State, in the sum of \$ 225.00 was issued on the 17th day of March 2001 payable to Chris Ishee for Rental Community Center out of said Fund, as shown by an order of allowance of said Board in Minute Book No. at page

Given under my hand and official seal, this the 18th day of April 2001

John McAdams, Chancery Clerk and Ex-Officio Clerk of the Board of Supervisors and Auditor in and for Harrison County, Mississippi

THE STATE OF
COUNTY OF

This day personally appeared before me, the undersigned authority in and for said County and State Chris Ishee the Payee of the Warrant No. 95689 who, being by me first duly sworn, deposes and says that H.C. in the sum of \$ 225.00 by the County Depository of said County and State, for Rental Community Center has been lost, misplaced or destroyed; that payment thereof has not been made or received; and that the same has not been transferred or assigned. WHEREFORE, affiant, on behalf of said Chris Ishee prays that a duplicate of said warrant be issued as authorized by law, and herewith tenders bond conditioned as provided by law for the issuance of a duplicate thereof.

Sworn to before me, this the 18th day of April 2001 Affiant

NOTARY PUBLIC
My Comm. Expires Jan. 24, 2003

BOND FOR ISSUANCE OF DUPLICATE WARRANT

THE STATE OF
COUNTY OF

KNOW all men by these presents that we, Chris Ishee as principal and Payee and as sureties, are held and firmly bound unto the State of Mississippi in the penal sum of \$ 225.00 Dollars, for the payment of which well and truly to be made, we bind ourselves, our heirs and legal representatives, jointly and severally, firmly by these presents.

SIGNED by us, this the 18th day of April 2001

THE condition of this Bond is such that, Whereas, on the 17th day of March 2001 the Clerk of the Chancery Court and Ex-Officio Clerk of the Board of Supervisors of said County and State, issued to said Harrison County Depository Warrant Number 95689 of General Fund of said County and State, in the sum of \$ 225.00 for Rental Community Center; and WHEREAS, a duplicate of said warrant is to be issued in lieu thereof; and, WHEREAS, the original warrant has never been paid by the said County or its Depository, and the same has never been assigned or transferred and has never been disposed of and has been lost, misplaced or destroyed.

NOW, thereof, if the said Chris Ishee as principal or the sureties herof shall well and truly pay unto the State of Mississippi for the use and benefit of said Fund of said County all and any damages which it may sustain or suffer by reason of the issuance of a duplicate of said above numbered warrant, together with all costs, expenses and attorneys' fees, if any, incurred in the enforcement of this Bond, as provided in Section 25-55-25 Code of Mississippi of 1972. Annotated; then, this obligation shall be void, otherwise, this Bond shall remain in full force and effect.

Chris Ishee Principal
Chris Ishee Surety

The foregoing bond and sureties approved, this the day of 19

President, Board of Supervisors

John McAdams, Chancery Clerk and Ex-Officio Clerk of the Board of Supervisors and Auditor in and for Harrison County, Mississippi

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	(OUT ON VOTE)
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 23rd day of April 2001.

\* \* \*

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

**ORDER APPROVING FOR FIRST READING THE**  
**HARRISON COUNTY RISK MANAGEMENT POLICY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE for first reading  
the Harrison County Risk Management Policy, same being as follows:

**HARRISON COUNTY**  
**RISK MANAGEMENT POLICY**

Draft Copy

March 5, 2001

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**HARRISON COUNTY**  
**RISK MANAGEMENT POLICY**

**Section 1: Risk Management Policy Statement**

**A. Purpose:**

To establish policies and procedures with respect to Risk Management and to give specific and general authority to the Personnel Director, or designee, to advise in all matters relating to Risk Management as stated herein.

**B. Objectives:**

1. The protection of Harrison County against the financial consequences of accidental losses which are catastrophic in nature and to preserve County assets and public service capabilities from destruction or depletion.
2. The minimization of the total long-term cost to Harrison County of all activities related to the identification, prevention and control of accidental losses and their consequences.
3. The establishment, to the fullest extent possible, of a safe work and service environment in which employees, as well as members of the general public, can enjoy safety and security in the course of their daily pursuits.

**C. Specific Areas of Responsibility**

1. The Harrison County Board of Supervisors is responsible for setting all risk management policies.
2. The Personnel Director, or designee is responsible for:
  - a. Advising the County Administrator on, and be responsible for:
    - (1) identifying and measuring risks of accidental loss; (2) selection and recommendation of appropriate risk management

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techniques for specific exposure problems: (3) developing and maintaining an information system in coordination with existing systems for timely and accurate recording of losses, claims, insurance premiums, and other related cost; (4) analyzing and allocating insurance premiums, uninsured losses, and other risk cost; (5) establishing, implementing, and monitoring and integrated county wide safety program.

- b. Ensuring that Harrison County is in full compliance with the Mississippi Worker's Compensation Law and shall evaluate serious claims as deemed appropriate.
  - c. Analyzing all accident reports provided by the Harrison County safety and Environmental Officers and recommend those that should be examined by the Accident Review Committee.
  - d. Assists the Harrison County Safety and Environmental Officers in updating the workplace safety program by evaluating injury and accident records, identifying trends and patterns and formulating corrective measures to prevent recurrence.
  - e. The Personnel Director will be responsible for assisting the Safety and Environmental Officers in evaluating employee accident and illness prevention programs, and promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.
  - f. Coordinate with the Harrison County Sheriff's Department of Semi-annual Motor Vehicle Driver's License check for all county employees who operate county-owned vehicles.
3. Each department head is responsible for:
- a. Reporting all employee accidents to the Personnel Director so that a proper investigation can be performed by a Harrison County Safety and Environment Officer.
  - b. Cooperating with Harrison County Safety and Environmental Officer in his/her investigation of loss exposures and claims and in the operation of an effective loss prevention program.
  - c. Reporting any unsafe working conditions and liability hazards so corrective actions can be made.

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4. The Harrison County Safety and Environmental Officer is responsible for:
  - a. Performing a thorough investigation into all loss exposures and Worker's Compensation claims.
  - b. Providing a report to the Personnel Director upon the completion of the accident investigation detailing the cause and circumstances of the accident.
  - c. Providing the Personnel Director with two written quotes on the amount of liability to Harrison County.
  - d. Performing monthly safety inspections of county buildings, vehicles, and other county equipment to ensure all are in safety working conditions. Furthermore, documentation of all safety inspections will be forwarded to the Personnel Director for the file. (See Section 3: Safety Inspections)
  - e. Provides monthly safety programs to County Departments to educate employees on the importance of proper safety procedures. Furthermore, documentation of those employees receiving safety training and the subject matter covered will be forwarded to the Personnel Director for the file. (See Section 5: Safety Training)
  - f. Obtaining a copy of each employee's driver's license that drives a county-owned vehicle and provide such copies to the Personnel Director for a Motor Vehicle Driver's License check. This check will be required on a semi annual basis.
5. The County Legal Counsel is responsible for:
  - a. Notifying the Personnel Director of changes in laws which may effect the County's liability.
  - b. Providing legal assistance to the Accident Review Committee in the decision making process.

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

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**Section 2: Accident Review Committee**

The Accident Review Committee will meet on a "as needed" basis. The committee is responsible for the review of all accidents and/or injuries which occur in which the County may be liable. The committee consists of:

**Decision as to make up will needs to be made by the Board of Supervisors**

**A. Responsibilities**

1. The Accident Review Committee shall review all accidents and/or injuries that have been recommended by the Personnel Director.
2. The Accident Review Board will interview all parties involved, and then deliberate and recommend to the responsible authority further corrective action and/or disciplinary action if deemed appropriate. Possible corrective or disciplinary action that may be recommended may include but, is not limited to one or more of the following:
  - ◆ Detailing changes in work habits or job functions to provide safer working conditions:
  - ◆ A written reprimand to be placed in the employees official employment file detailing the liability, violations of safety policy; and future consequences of violation of safety policy;
  - ◆ Suspension without pay for a period to be recommended by the Accident Review Committee;
  - ◆ Termination of employment.
3. The Accident Review Board will be trained in all aspects of Workplace Safety.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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### Section 3: Safety Inspections

Each County Facility will be inspected by a Harrison County Safety and Environmental Officer on a monthly basis. All safety inspections should include checking the following for unsafe conditions:

- ◆ Housekeeping in all areas
- ◆ Proper piling and stacking of materials
- ◆ Safe use and storage of flammable liquids
- ◆ Proper safety and warning signs
- ◆ Hygiene and sanitary conditions
- ◆ Proper grounding of portable electric tools and extension cords
- ◆ Wearing or use of personal protective equipment
- ◆ Falling hazards
- ◆ Proper machine guarding
- ◆ Proper lifting
- ◆ Availability of fire extinguishers

All inspections must be documented and report any unsafe working conditions or practices. This report should be forwarded to the Personnel Director and the department head from which the building is assigned within five (5) days of the inspection.

### Section 4: Vehicle and Equipment Inspections

All county-owned vehicles and equipment must be inspected on a monthly basis by a Harrison County Safety and Environmental Officer. Vehicle and equipment inspections should include checking the following for unsafe conditions:

- ◆ All lights (break lights, headlights, etc.) are in working condition
- ◆ The horn of the vehicle is in working order.
- ◆ Tires are in good condition
- ◆ Windshields are free from cracks
- ◆ Rear-view and side mirrors are in good condition
- ◆ Mississippi inspection stickers are current
- ◆ Seat belts are in working order
- ◆ Each vehicle is equipped with a fire extinguishers

**MINUTE BOOK**  
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- ◆ Windshield wipers must be in working order
- ◆ Any body damage must be reported
- ◆ Mud flaps must be in good order

All inspections must be documented and report any vehicles or equipment that fails to meet minimum safety requirements. This report should be forwarded to the Personnel Director and the department head from which the vehicles or equipment is assigned within five (5) days of the inspection.

**Section 5: Safety Training**

Harrison County Safety and Environmental Officers are responsible for providing monthly safety training to County Departments to educate employees on the importance of proper safety procedures. The Safety and Environmental Officers will coordinate with the Personnel Director to set the proper curriculum. Each training session will be documented showing those employees receiving safety training and the subject matter covered. This documentation will be submitted to the Personnel Director no later than one week after the training session.

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

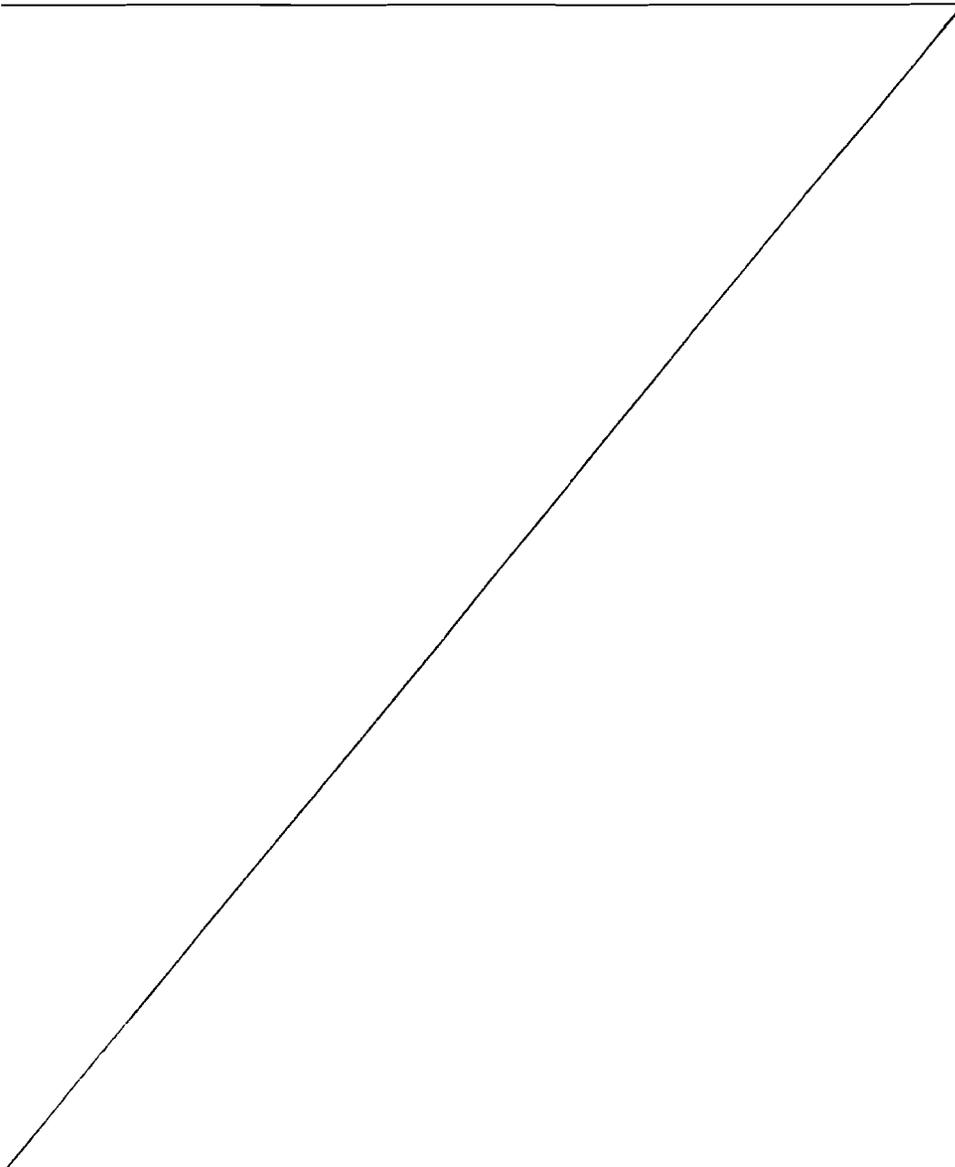
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF LOCAL AREA  
6'S WIA REQUEST FOR CASH PROGRAM YEAR 1999,  
NUMBER THREE, IN THE AMOUNT OF \$56,500.00,  
AND AUTHORIZING RELEASE OF SAID FUNDS TO  
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 Program Year 1999, number three, in the amount  
of \$56,500.00, said request for cash being as follows:



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### APRIL 2001 TERM

Apr-05-01 01:54P GCBSC

228 897 1881

P.02

**LOCAL AREA'S WIA REQUEST FOR CASH**  
**PROGRAM YEAR: 1999**  
**LOCAL AREA #: 6**

NAME AND ADDRESS: Harrison County Board of Supervisors Post Office Drawer CC Gulfport, MS 39502  TELEPHONE: (228) 865-4116 / (228) 897-1881	REQUEST # 3	DATE OF CASH NEED 4/26/01	CURRENT CASH ON HAND \$11,000		
<b>FOR DECD USE ONLY:</b>					
VENDOR #: _____ FUNDS AVAILABLE: _____ PERIOD AND AMT. OF LAST COST: _____ LAST REQ. #: _____					
<b>APPROVAL:</b> _____					
(A)	(B)	(C)	(D)	(E)	
<b>FUNDING STREAM</b>	<b>AVAILABLE FUNDS</b>	<b>CASH REQUESTED TO DATE</b>	<b>THIS REQUEST</b>	<b>FUNDS REMAINING (COLUMN B-C-D)</b>	
ADMINISTRATION	49,215.00	38,000.00	15,000.00	-3,785.00	
ADULT	189,310.00	50,000.00	10,500.00	128,810.00	
YOUTH	82,611.00	36,000.00	6,000.00	40,611.00	
DISLOCATED WORKERS	171,012.00	32,000.00	10,000.00	129,012.00	
INCENTIVE	81,109	0.00	15,000.00	66,109.40	
<b>TOTAL PY</b>	<b>573,257.40</b>	<b>156,000.00</b>	<b>56,500.00</b>	<b>360,757.40</b>	
I HEREBY CERTIFY THAT (a) The services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount(s) requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; (c) amounts requested herein do not exceed the total funds obligated by contract; and (d) funds are requested for only immediate disbursement needs.					
<u>Leslie Ladner</u> Signature of Authorized Official		4/5/01 Date Signed	L. Ladner Prepared By		
Leslie Ladner, VP of Finance Typed Name and Title of Authorized Official		4/5/01 Date Prepared	(228) 897-1881 Telephone # of Preparer		

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	Administration	Adult	Youth	D.W.	INCENTIVE	Total
	\$0.29	\$0.28	\$0.07	\$0.34	\$0.00	\$0.98
Expenditures to Date 99	\$49,215.00	\$189,310.00	\$47,458.10	\$171,012.00	\$1,734.17	\$458,729.27
Expenditures to Date 00	\$142,626.94	\$3,157.81	\$1,609.81	\$53,660.50	\$0.00	\$201,055.06
<b>TOTAL EXPENDITURES</b>	<b>\$191,841.94</b>	<b>\$192,467.81</b>	<b>\$49,067.91</b>	<b>\$224,672.50</b>	<b>\$1,734.17</b>	<b>\$659,784.33</b>
Requests to Date 99	\$38,000.00	\$50,000.00	\$36,000.00	\$32,000.00	\$0.00	\$156,000.00
Requests to Date 00	\$146,500.00	\$155,600.00	\$49,000.00	\$203,800.00	\$0.00	\$554,900.00
<b>TOTAL REQUESTS</b>	<b>\$184,500.00</b>	<b>\$205,600.00</b>	<b>\$85,000.00</b>	<b>\$235,800.00</b>	<b>\$0.00</b>	<b>\$710,900.00</b>
Difference	\$7,341.94	-\$13,132.19	-\$35,932.09	-\$11,127.50	\$1,734.17	-\$51,115.67
<b>Additional \$ Needed:</b>						
March Invoices	\$2,060.51	\$1,989.46	\$497.37	\$2,415.77		\$7,105.22
April P/R	\$7,250.00	\$7,000.00	\$1,750.00	\$8,500.00		\$25,000.00
ES Above Expenses		\$16,005.50		\$16,005.50		\$32,011.00
ADD EXP. LEAVE	\$1,450.00	\$1,400.00	\$350.00	\$1,700.00		\$5,000.00
				\$0.00		
<b>YOUTH INVOICES (stc)</b>			\$40,000.00			\$40,000.00
Cash On Hand	-\$3,190.00	-\$3,080.00	-\$770.00	-\$3,740.00		-\$11,000.00
Cash Needed	\$14,912.45	\$10,182.77	\$5,895.28	\$13,753.77		\$47,000.55
						\$44,744.27
Invoices On Hand						
April P/R	\$25,000.00					
IAM	\$4,100.00					
ETI						
STC						
MESC	\$28,654.00					
GENERAL	\$8,200.76					
<b>TOTAL NEEDS</b>	<b>\$65,954.76</b>					
CASH ON HAND	-\$11,000.00					
<b>ADDITIONAL CASH NEEDED</b>	<b>\$54,954.76</b>			<b>\$7,954.21</b>		

NAME AND ADDRESS: Harrison County Board of Supervisors Post Office Drawer CC Gulfport, MS 39502		LOCAL AREA'S WIA MONTHLY REPORTING WORKSHEET PROGRAM YEAR: 1999 FOR THE PERIOD ENDING: 02/28/01 LOCAL AREA #: 06			
(228) 865-4116 / (228) 897-1881					
(A) FUNDING STREAM	(B) AVAILABLE FUNDS	(C) PRIOR CUM. COST REPORTED TO DATE 2/28/01	(D) CURRENT PERIOD COST	(E) CUMULATIVE COST REPORTED TO DATE	(F) UNLIQUIDATED OBLIGATION (B MINUS E)
<b>ADMINISTRATION</b>					
F01 FEDERAL ADMIN (10% MAX)	49,215.00	49,215.00	0.00	49,215.00	0.00
PROGRAM INCOME				0.00	
<b>ADULTS</b>					
FEDERAL FUNDS ALLOCATED	189,310.00				
FED FUNDS TRANSFERRED (TO) FROM					
F02 TOTAL ADULTS	189,310.00	171,697.72	17,612.28	189,310.00	
PROGRAM INCOME				0.00	
<b>YOUTH</b>					
<b>F04 IN-SCHOOL</b>					
SUMMER YOUTH		0.00	0.00	0.00	
OTHER YOUTH		0.00	0.00	0.00	
TOTAL IN-SCHOOL	0.00	0.00	0.00	0.00	
<b>F05 OUT OF SCHOOL (MIN MIN)</b>					
SUMMER YOUTH		0.00	0.00	0.00	
OTHER YOUTH	82,611.00	47,957.08	(498.98)	47,458.10	
TOTAL OUT OF SCHOOL	82,611.00	47,957.08	(498.98)	47,458.10	
TOTAL YOUTH	82,611.00	47,957.08	(498.98)	47,458.10	35,152.90
PROGRAM INCOME				0.00	
<b>DISLOCATED WORKERS</b>					
FEDERAL FUNDS ALLOCATED	171,012.00				
FED FUNDS TRANSFERRED (TO) FROM					
F06 TOTAL DISLOCATED WORKERS	171,012.00	171,012.00	0.00	171,012.00	
PROGRAM INCOME				0.00	
<b>INCENTIVE</b>					
F03 TOTAL INCENTIVE	51,109.40	0.00	1,734.17	1,734.17	49,375.23
PROGRAM INCOME					
<b>TOTALS</b>	<b>543,257.40</b>	<b>439,881.80</b>	<b>18,847.47</b>	<b>458,729.27</b>	<b>84,528.13</b>

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

*Debbie Gardner*  
SIGNATURE OF AUTHORIZED OFFICIAL

4/5/01  
DATE

MDECD REVIEW

**MINUTE BOOK**  
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**APRIL 2001 TERM**



P. 06

228 897 1881

GCBS

01:55P

Apr-05-01

SUPPORT DOCUMENTATION TO REPORTING WORKSHEET  
 ALLOCATION OF EXPENDITURES BY YEAR (FIFO METHOD)  
 GULF COAST BUSINESS SERVICES CORPORATION  
 FOR THE PERIOD ENDING 03/31/01

	BUDGET PER GRANT	FUND BALANCE	EXPENDITURES PER G/L	TOTAL EXPENDITURE	99 GRANT FUNDS	(c) 99 CUM. COST TO DATE	00 GRANT FUNDS	(c) 00 CUM. COST TO DATE	01 GRANT FUNDS	(c) 01 CUM. COST TO DATE
ADM	311,230.00		191,841.94	191,841.94	49,215.00	49,215.00	262,015.00	142,626.94	0.00	0.00
ADULT	891,584.00		192,467.81	192,467.81	189,310.00	189,310.00	702,274.00	3,157.81	0.00	0.00
YOUTH I/S	488,272.00		1,609.81	1,609.81	0.00	0.00	488,272.00	1,609.81	0.00	0.00
YOUTH O/S	291,871.00		47,458.10	47,458.10	82,611.00	47,458.10	209,260.00	0.00	0.00	0.00
DISLOCATED	1,129,344.00		224,672.50	224,672.50	171,012.00	171,012.00	958,332.00	53,660.50	0.00	0.00
INCENTIVE	51,109.40		1,734.17	1,734.17	51,109.40	1,734.17	0.00	0.00	0.00	0.00
TOTALS	3,163,410.40	0.00	659,784.33	659,784.33	543,257.40	458,729.27	2,620,153.00	201,055.06	0.00	0.00
CHECK TOTALS	3,163,410.40			659,784.33						
CHECK TOTAL				659,784.33						
ADM % of EXP.					0.09	0.11	0.10	0.71	#DIV/0!	#DIV/0!
PROGRAM INCOME										
ADM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,163,410.40	0.00	659,784.33	659,784.33	543,257.40	458,729.27	2,620,153.00	201,065.08	0.00	0.00
			(c) 99 PRIOR CUM. COST REPORTED	(c) 99 COST FOR REPORT	(c) 00 PRIOR CUM. COST REPORTED	(c) 00 COST FOR REPORT	(c) 01 PRIOR CUM. COST REPORTED	(c) 01 COST FOR REPORT		
ADM			49,215.00	0.00	127,483.25	15,143.69	0.00	0.00		
ADULT			171,697.72	17,612.28	0.00	3,157.81	0.00	0.00		
YOUTH I/S			0.00	0.00	0.00	1,609.81	0.00	0.00		
YOUTH O/S			47,957.08	-498.98	0.00	0.00	0.00	0.00		
DISLOCATED			171,012.00	0.00	29,328.86	24,331.64	0.00	0.00		
INCENTIVE			0.00	1,734.17	0.00	0.00	0.00	0.00		
TOTALS			439,881.80	18,847.47	156,812.11	44,242.95	0.00	0.00		
PI										
ADM			0.00	0.00	0.00	0.00	0.00	0.00		
PROGRAM			0.00	0.00	0.00	0.00	0.00	0.00		
GRAND TOTALS			439,881.80	18,847.47	156,812.11	44,242.95	0.00	0.00		
GRANT AMOUNT			3,163,410.40							
% EXPENDED			20.86%							

NOTE: Internal costs are funded by year according to the FIFO method. All contract costs are funded by year of appropriation

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 BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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The Board further HEREBY AUTHORIZES release of said funds to agency upon receipt.

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

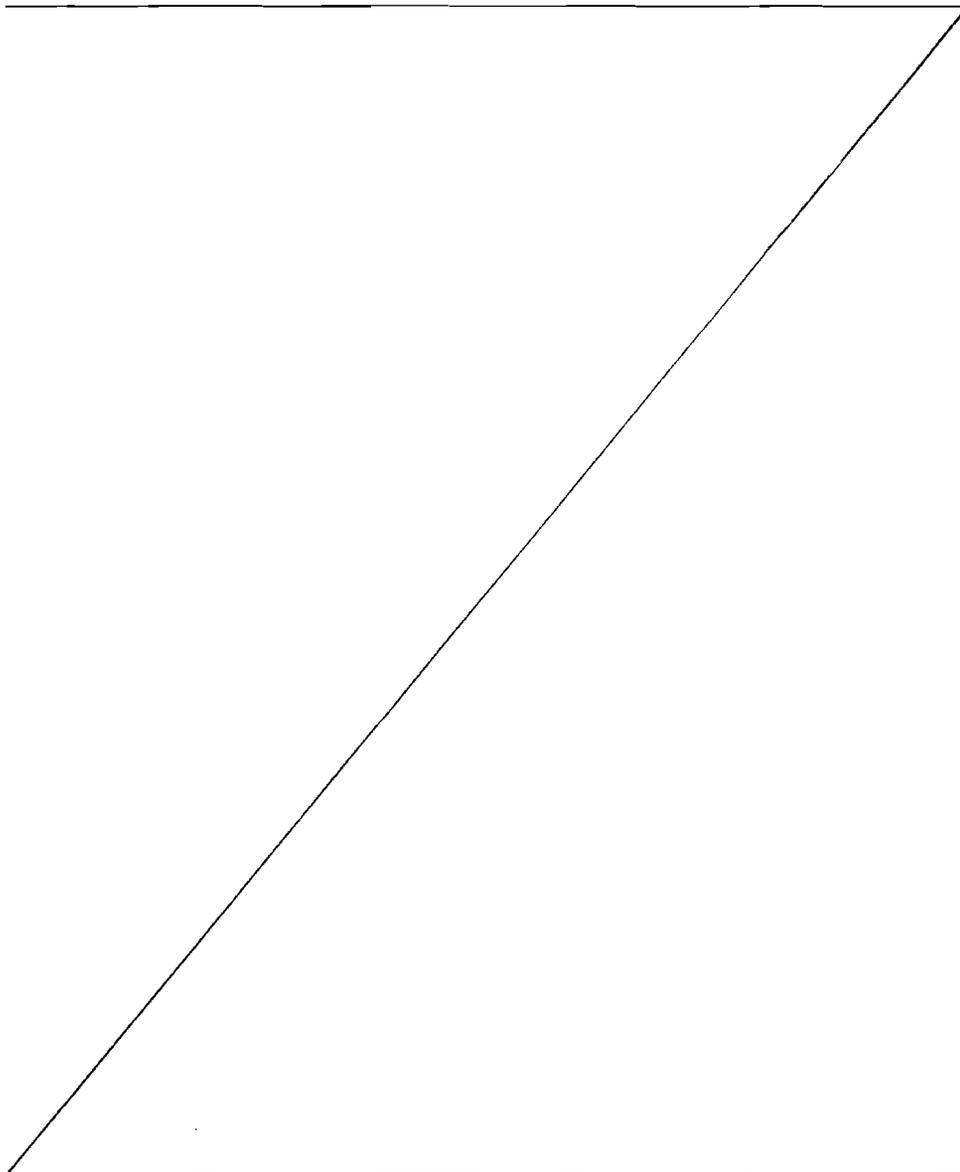
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**APRIL 2001 TERM**

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

**ORDER ACKNOWLEDGING RECEIPT OF REVIEW OF  
APPLICATION DMR-M 01410 FILED WITH THE  
MISSISSIPPI DEPARTMENT OF MARINE RESOURCES BY  
PALACE CASINO RESORT, AND AUTHORIZING BOARD  
PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of review of  
application DMR-M 01410 filed with the Mississippi Department of Marine  
Resources by Palace Casino Resort, same being as follows:



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

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MISSISSIPPI  
DEPARTMENT OF MARINE RESOURCES

REQUEST FOR REVIEW OF APPLICATION

TO: Mayor, City of Biloxi  
District Attorney, Harrison County  
Harrison County Prosecuting Attorney  
× Harrison County Board of Supervisors  
Gulf Regional Planning Commission  
Southern Mississippi Planning and Development District  
Mississippi Wildlife Federation  
Department of Wildlife, Fisheries and Parks  
Secretary of State

FROM: Department of Marine Resources

SUBJECT: Application by Palace Casino Resort; DMR-M01410

DATE: April 3, 2001

In accordance with the provisions of the Coastal Wetlands Protection Law, we herewith enclose a copy of the application by **Palace Casino Resort; DMR-M 01410**.

If you would like to comment on the proposed project, please provide your comments in writing to our office by 1:00 p.m. on **April 30, 2001**.

If you do not wish to submit comments on this application, please acknowledge receipt by signing and returning this Request to the Department of Marine Resources.

ACKNOWLEDGMENT OF RECEIPT: \_\_\_\_\_  
Signature Date

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### APRIL 2001 TERM

### JOINT APPLICATION AND NOTIFICATION

U.S. DEPARTMENT OF ARMY CORP. OF ENGINEERS  
 MISSISSIPPI DEPARTMENT OF MARINE RESOURCES  
 MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY/OFFICE OF POLLUTION CONTROL

Marine Resource  
 FEB - 6 2000  
**RECEIVED**

This form is to be used for proposed activities in waters of the United States and Mississippi and for the erection of structures on suitable sites for water dependent industry. Note that some items, as indicated, apply only to projects located in the coastal area of Hancock, Harrison and Jackson Counties.

**2. Applicant (mailing address and telephone)**

Palace Casino Resort  
 Attn: Keith Crosby  
 P.O. Box 309  
 Biloxi, MS 39533-0309

Agent:  
 Dreux A. Seghers, P.E.  
 Wink, Incorporated  
 119 Main Street  
 Biloxi, MS 39530  
 (228/435-5000)

**1. Date**  
 \_\_\_\_\_  
 month                      day                      yr.

**3. Official use only**  
 COE \_\_\_\_\_  
 DMR # 550-00 \_\_\_\_\_  
 DEQ \_\_\_\_\_  
 A95 \_\_\_\_\_  
 DATE RECEIVED  
 M 01410 (PN) C

**4. Project location**

Street Address 154 E Howard Avenue City/Community Biloxi, MS  
 Name of Waterway Bay of Biloxi Latitude 30°23'50" Longitude (if known) 88°51'  
 Geographic location: Section 34 Township 7 South Range 9 West County Harrison <sup>36</sup>

**5. Project description**

New work \_\_\_\_\_ Maintenance work \_\_\_\_\_

**Dredging**

<input checked="" type="checkbox"/> Channel	length <u>400 L.F.</u>	width <u>100 L.F.</u>	existing depth <u>-6 ft.</u>	proposed depth <u>-11f</u>
Canal	length _____	width _____	existing depth _____	proposed depth _____
Boat Slip	length _____	width _____	existing depth _____	proposed depth _____
<input checked="" type="checkbox"/> Marina	length <u>350 L.F.</u>	width <u>400 L.F.</u>	existing depth <u>-7 ft.</u>	proposed depth <u>-11</u>
Other (explain)	length _____	width _____	existing depth _____	proposed depth _____

Cubic yards of material to be removed 21,283 cubic yards Type of material sand  
 Location of spoil disposal area upland location to be determined  
 Dimensions of spoil area N/A Method of excavation hydraulic  
 How will excavated material be contained? Barge

**Construction of structures**

<input checked="" type="checkbox"/> Bulkhead	Total length <u>543 L.F.</u>	Height above water <u>+7 ft.</u>
Pier	length _____	width _____ height _____
Boat Ramp	length _____	width _____ slope _____
Boat House	length _____	width _____ height _____

Structures on designed sites for water dependent industry (Coastal area only). Explain in Item 11 or include as an attachment.  
 Other (explain) Breakwater 275' long 4' width +7 ft. height above water

**Filling**

Dimensions of fill area none  
 Cubic yards of fill \_\_\_\_\_ Type of fill \_\_\_\_\_

**Other regulated activities (i.e. Seismic exploration, burning or clearing of marsh) Explain.**

none  
 \_\_\_\_\_  
 \_\_\_\_\_

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**6. Additional information relating to the proposed activity**Does project area contain any marsh vegetation? Yes \_\_\_\_\_ No  (If yes, explain) \_\_\_\_\_Is any portion of the activity for which authorization is sought now complete? Yes \_\_\_\_\_ No  (If yes, explain) \_\_\_\_\_Month and year activity took place        N/AIf project is for maintenance work on existing structures or existing channels, describe legal authorization for the existing work. Provide permit number other form(s) of authorization.        N/AHas any agency denied approval for the activity described herein or for any activity that is directly related to the activity described herein? Yes \_\_\_\_\_ No  (If yes, explain) \_\_\_\_\_**7. Project schedule**Proposed start date 06/2001 Proposed completion date 12/2001

Expected completion date (or development timetable) for any projects dependent on the activity described herein. \_\_\_\_\_

**8. Estimated cost of the project** 3.8 MM**9. Describe the purpose of this project. Describe the relationship between this project and any secondary or development the project is designed to support.** To provide recreational boat mooringIntended use: Private  Commercial \_\_\_\_\_ Public \_\_\_\_\_ Other (Explain) \_\_\_\_\_**10. Describe the public benefits of the proposed activity and of the projects dependent on the proposed activity.****Also describe the extent of public use of the proposed project.**Mooring for recreational boats near the casino**II. Remarks**



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DEPARTMENT OF MARINE RESOURCES  
FIELD INSPECTION REPORT

Name Palace Casino Resort DMR Number M01410  
Waterbody Back Bay Address \_\_\_\_\_ City \_\_\_\_\_  
County Harrison Subdivision/Community \_\_\_\_\_  
Contact Person Ed Jackson - Wink Engineering

Type of Inspection:  
\_\_\_\_ Jurisdictional \_\_\_\_ MCZRP \_\_\_\_ Exclusion  Individual Permit \_\_\_\_ Violation \_\_\_\_ Violation (404)

Proposed Activities:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> MSG2195 Bulkhead             | ____ MSG0295 Indented Boatslips                             |
| ____ MSG0995 Boat Ramps  | ____ MSG1195 Mooring  |
| ____ MSG0895 Boathouses (< 1,000 sq. ft.)                        | ____ MSG 2095 Shoreline Stabilization                       |
| <input checked="" type="checkbox"/> MSG0795 Pier, Dock, Deck     | <input checked="" type="checkbox"/> Marina                  |
| <input checked="" type="checkbox"/> MSG0395 Maintenance Dredging | ____ Casino   |
| ____ MSG0495 New Dredging  | <input checked="" type="checkbox"/> Other <u>Breakwater</u> |

Width of Waterway: 38 yds.

Distance from Fixed Object to Bulkhead or MHW (see attached site diagram): at the existing crossote material

Habitat Description: \_\_\_\_\_

Navigational Concerns: \_\_\_\_\_

Existing Structures: \_\_\_\_ House; \_\_\_\_ Boathouse; \_\_\_\_ Pier; \_\_\_\_ Bulkhead; \_\_\_\_ Rip-Rap; \_\_\_\_ Ramp;  
\_\_\_\_ Boat Slip; \_\_\_\_ Mooring Piles; or \_\_\_\_\_

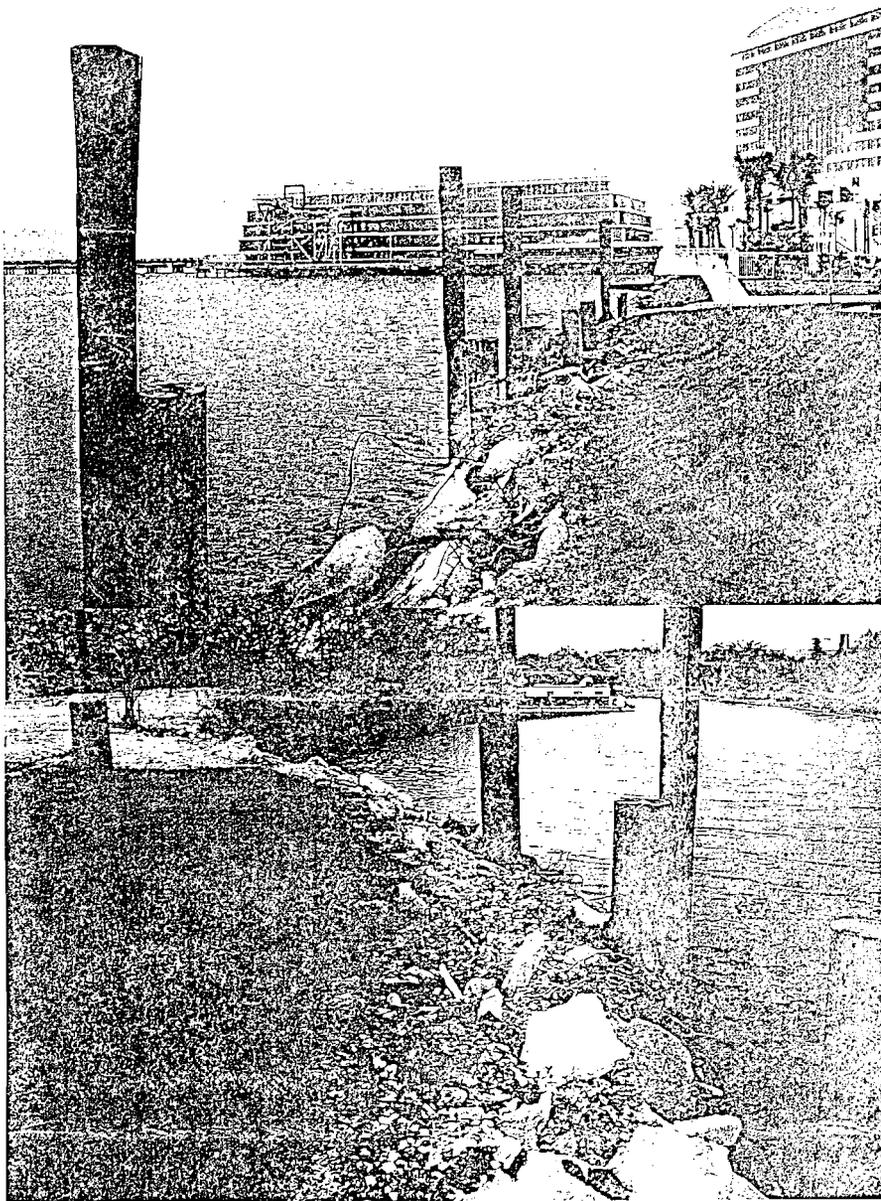
Recommendations: \_\_\_\_ Issue MCZRP \_\_\_\_ Pending \_\_\_\_ Other

Special Conditions: \_\_\_\_\_

Date 3-20-01  
Inspector Paul Newman

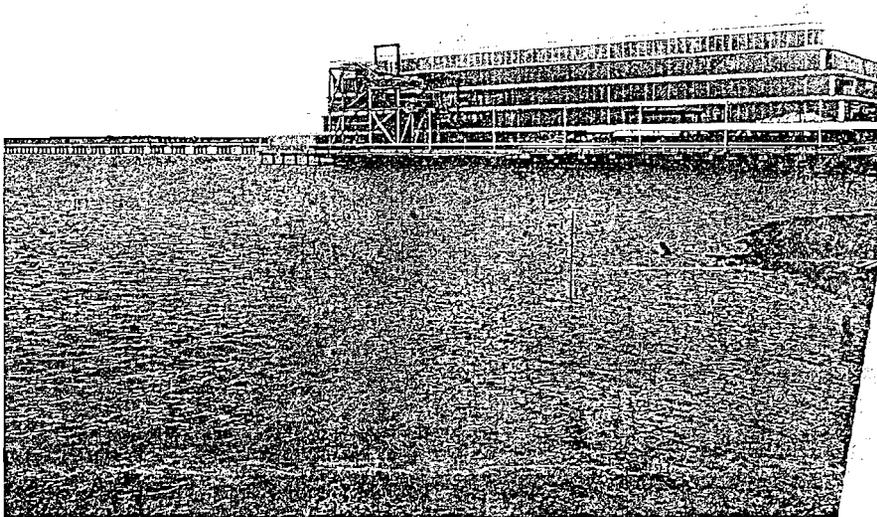
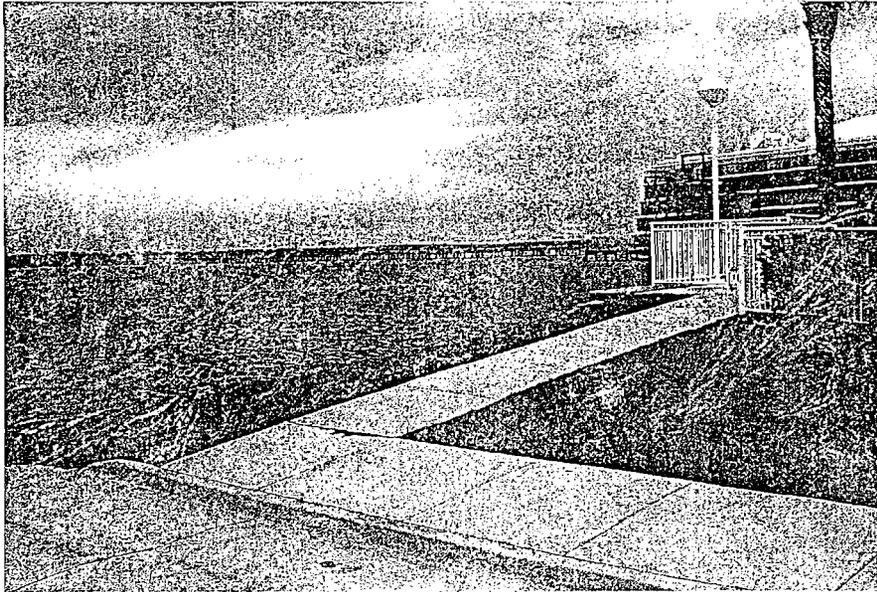
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**WINK, INCORPORATED**

■ ENGINEERING ■ SURVEYING

April 27, 2001

Mr. Paul Necaise  
 Department of Marine Resources  
 Suite 101  
 1141 Bayview Avenue  
 Biloxi, MS 39530

Letter No: WX387-12  
 Re: Proposed Palace Casino Marina  
 Wink Job No: 100387.00

Via First Class Mail and Facsimile No. 374-5008

Dear Mr. Necaise:

As per our conversation, I am writing this letter to confirm that our design for the proposed marina will include a sewerage pump-out station adequate to handle the number of vessels projected to use the marina. We understand that this is required on all new marinas.

If you should have any questions please feel free to give me a call.

Very truly yours,

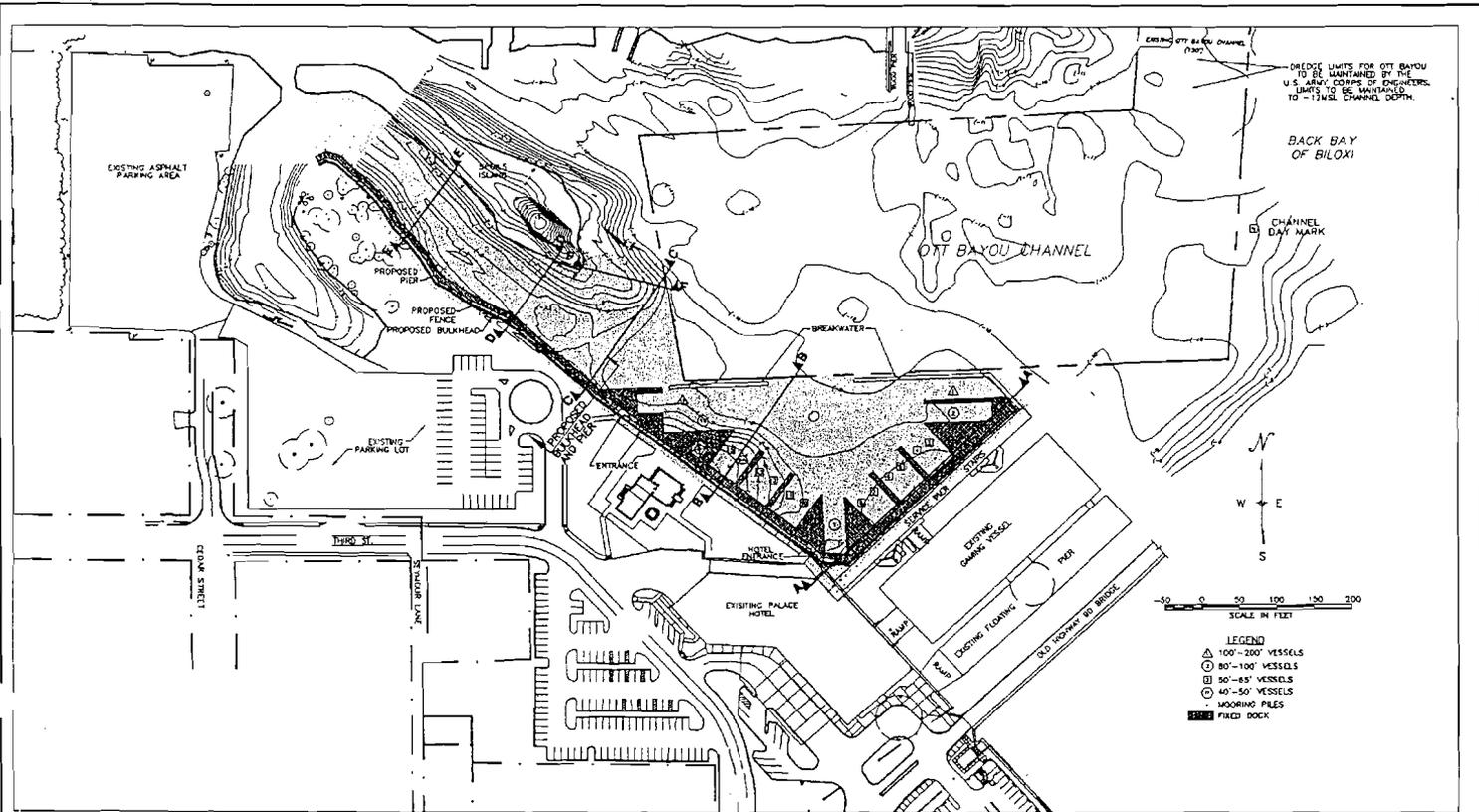
*Dreux A. Seghers, P.E.*  
 Dreux A. Seghers, P.E.  
 Engineering Manager

DAS:shc

cc: John McFadyen, U.S. Corps of Engineers  
 Keith Crosby, Palace Casino  
 Kenneth J. Wink

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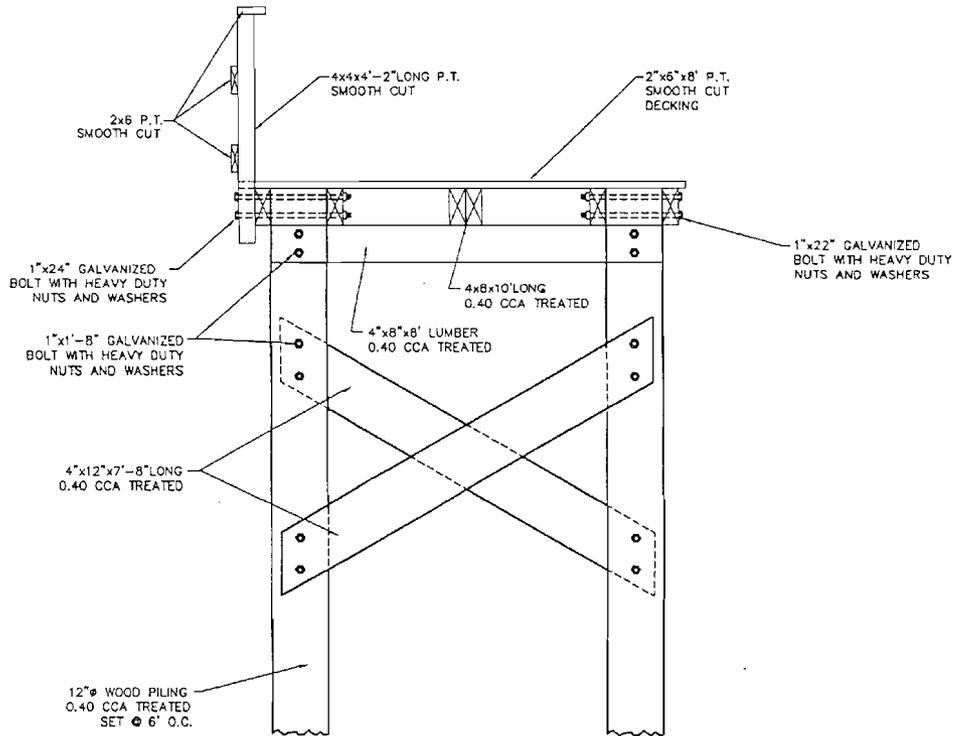
PALACE CASINO RESORT  
MARINA CONCEPT PLAN

SITE PLAN

DWG. No.100387-A-1101

1"=200'

ADC 02/13/01



SCALE 3/8"=1'-0"



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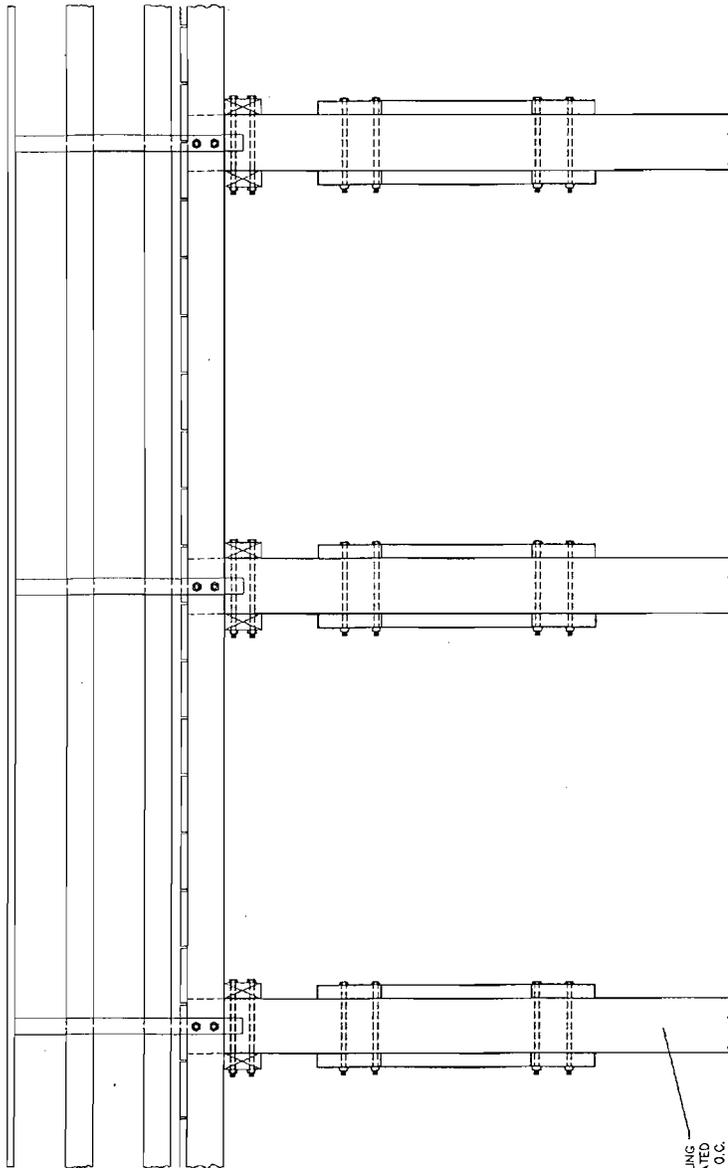
PIER CROSS-SECTION

DWG. No. 100387-S-1104

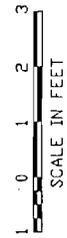
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12" WOOD PILING  
0.40 CCA TREATED  
SET @ 6' O.C.



SCALE 3/8" = 1'-0"

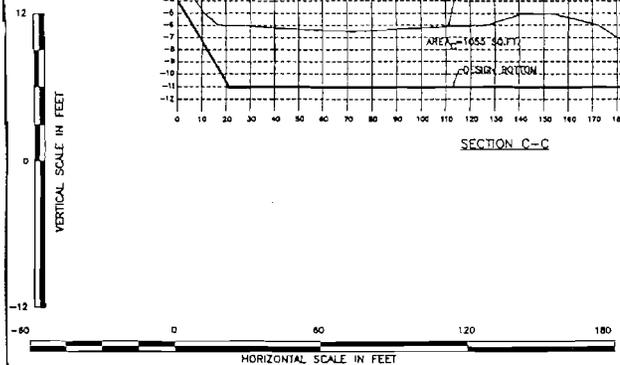
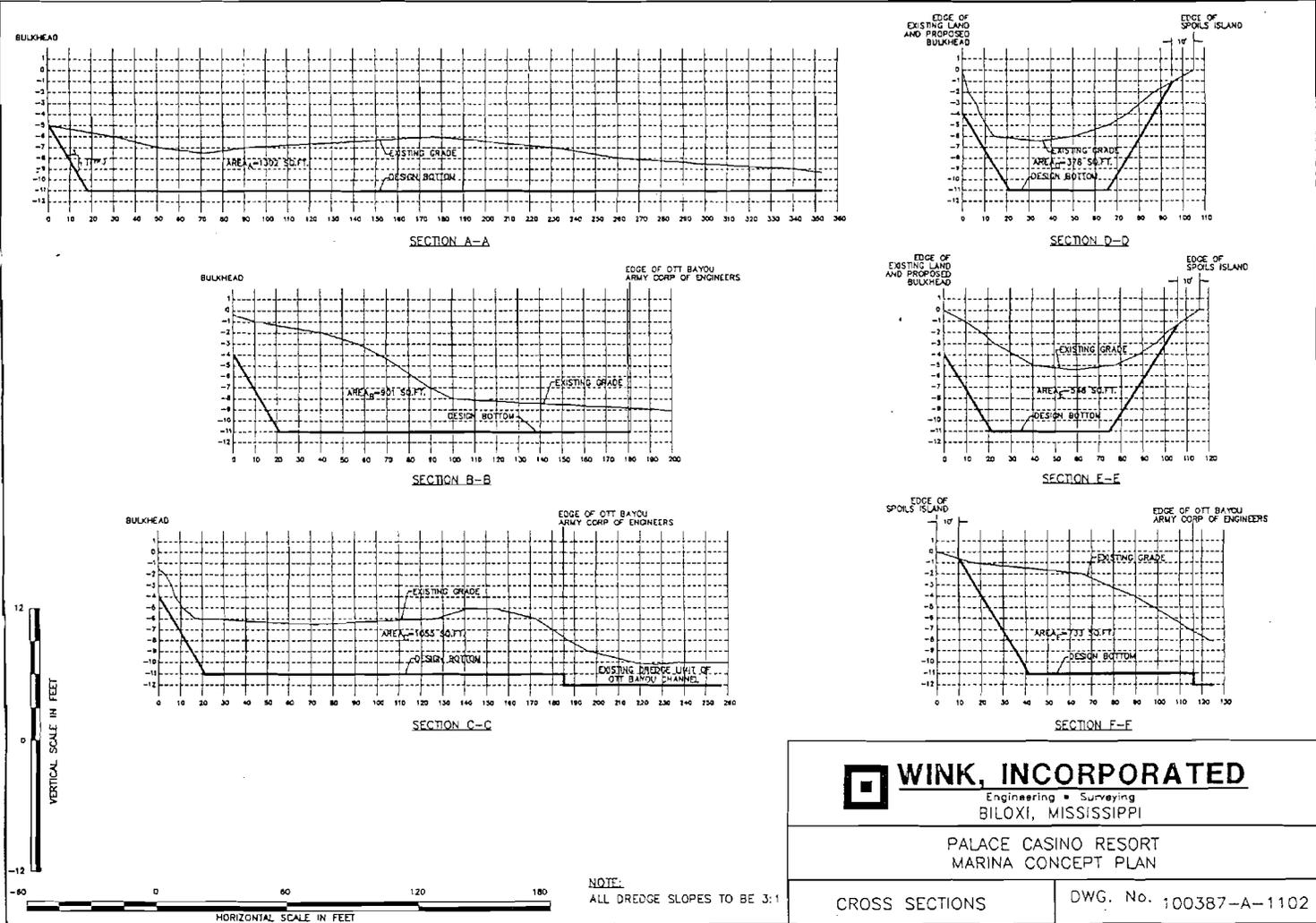
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MARINA CONCEPT PLAN

DWG. No. 100387-S-1105

PIER DETAIL



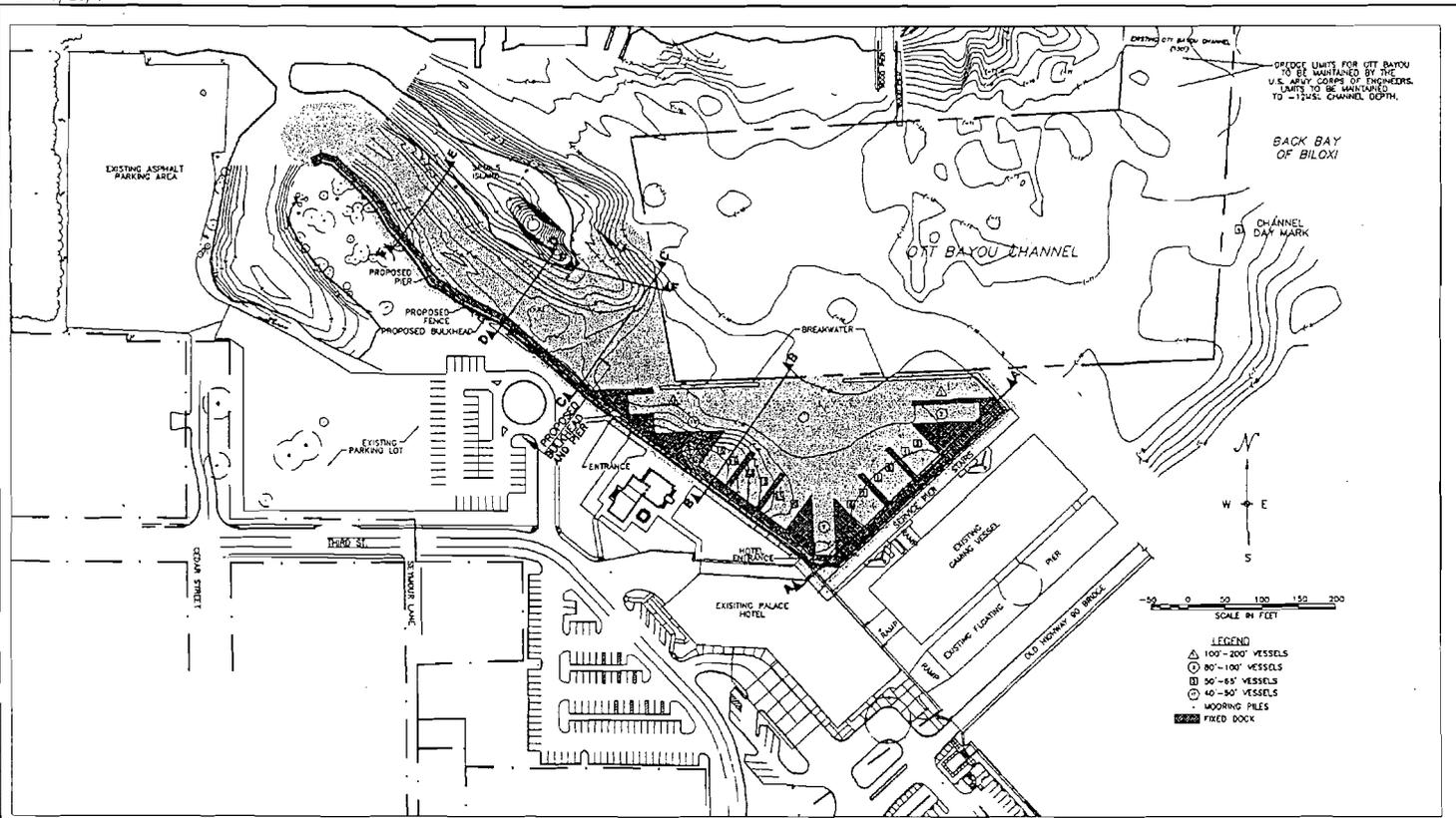
NOTE:  
 ALL DREDGE SLOPES TO BE 3:1

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PALACE CASINO RESORT MARINA CONCEPT PLAN	
CROSS SECTIONS	DWG. No. 100387-A-1102

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1" = 200'

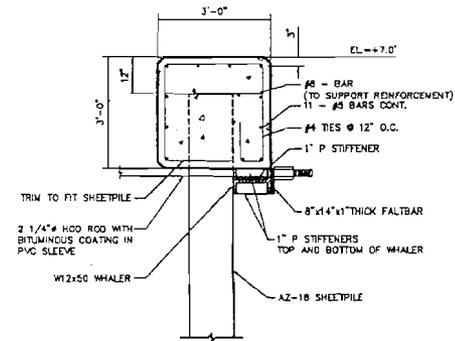
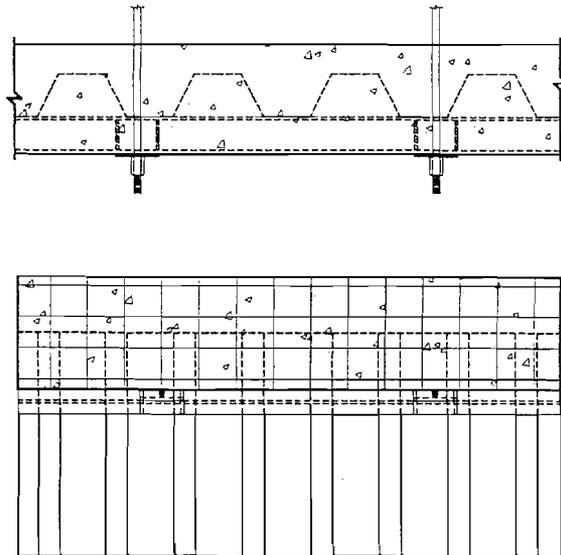
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MARINA CONCEPT PLAN

SITE PLAN

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**PROPOSED  
BULKHEAD DETAILS**



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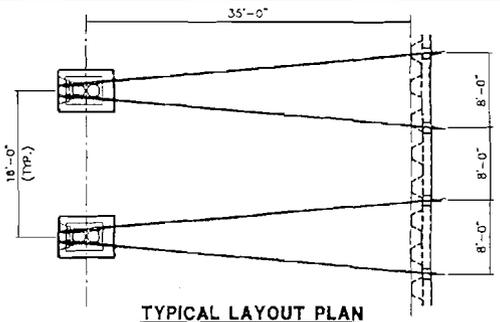
PALACE CASINO RESORT  
MARINA CONCEPT PLAN

BULKHEAD DETAILS

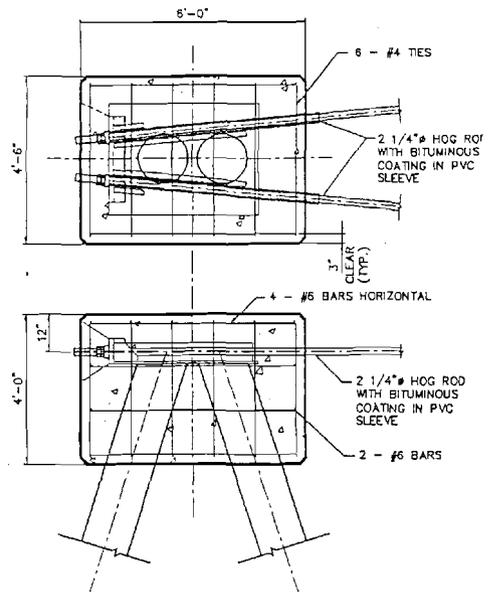
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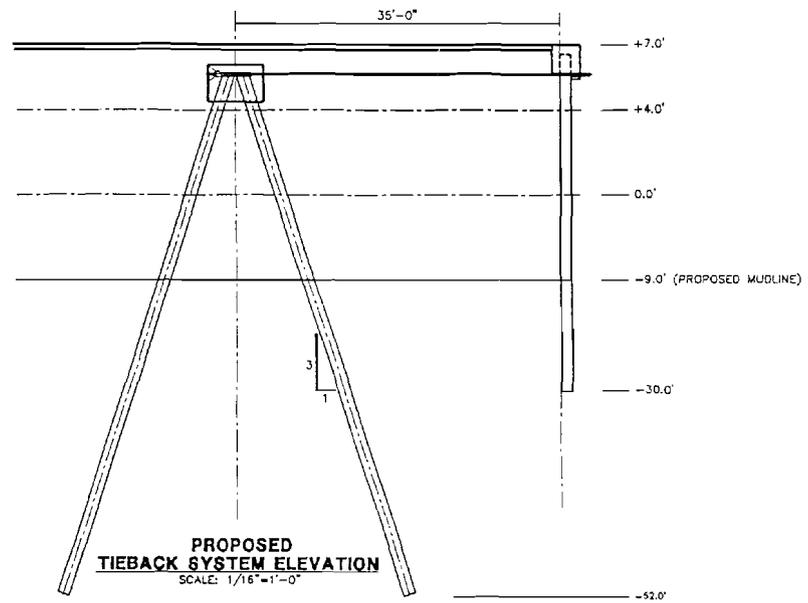
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TYPICAL LAYOUT PLAN



TIEBACK DETAILS  
 SCALE: 1/4" = 1'-0"

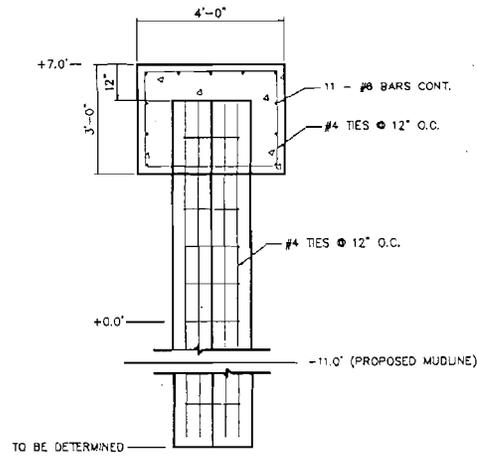


PROPOSED TIEBACK SYSTEM ELEVATION  
 SCALE: 1/16" = 1'-0"

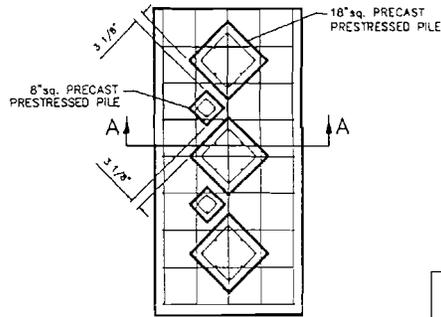


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PALACE CASINO RESORT MARINA CONCEPT PLAN	
TIEBACK DETAILS	DWG. No 100387-S-1102

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**SECTION A-A**



**PROPOSED  
BREAKWATER DETAILS  
PLAN VIEW**

**NOTE:**  
BREAKWATER PILING ALONG OTT BAYOU CHANNEL WHICH IS MAINTAINED BY THE ARMY CORP OF ENGINEERS SHALL BE DESIGNED FOR A DREDGE DEPTH OF -15 MSL.



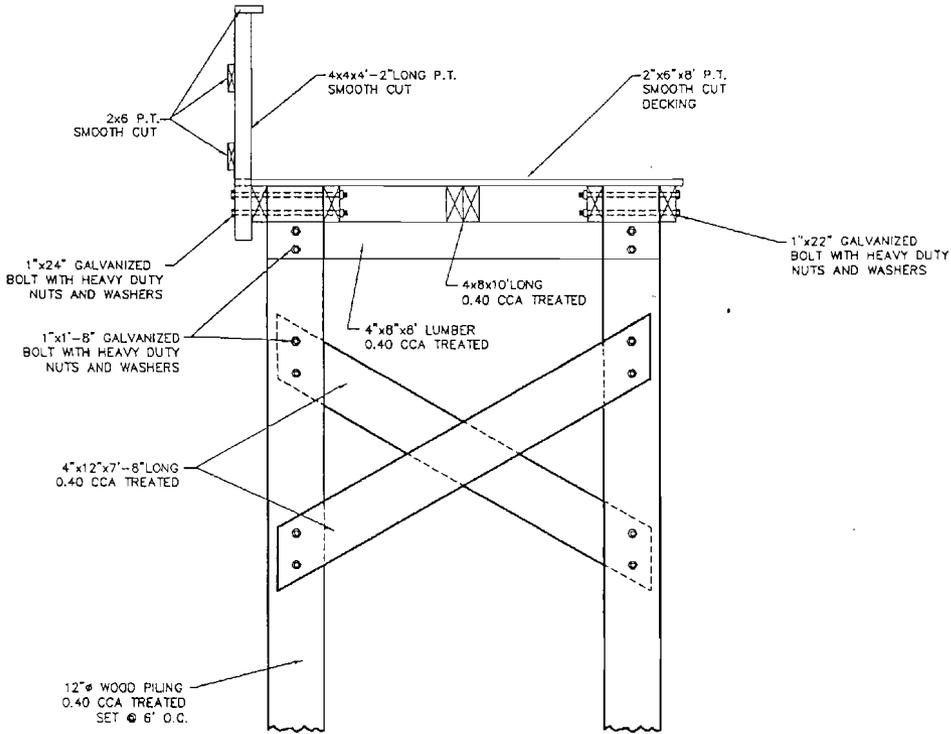
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BREAKWATER DETAILS

DWG. No 100387-S-1103

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 MARINA CONCEPT PLAN

PIER CROSS-SECTION

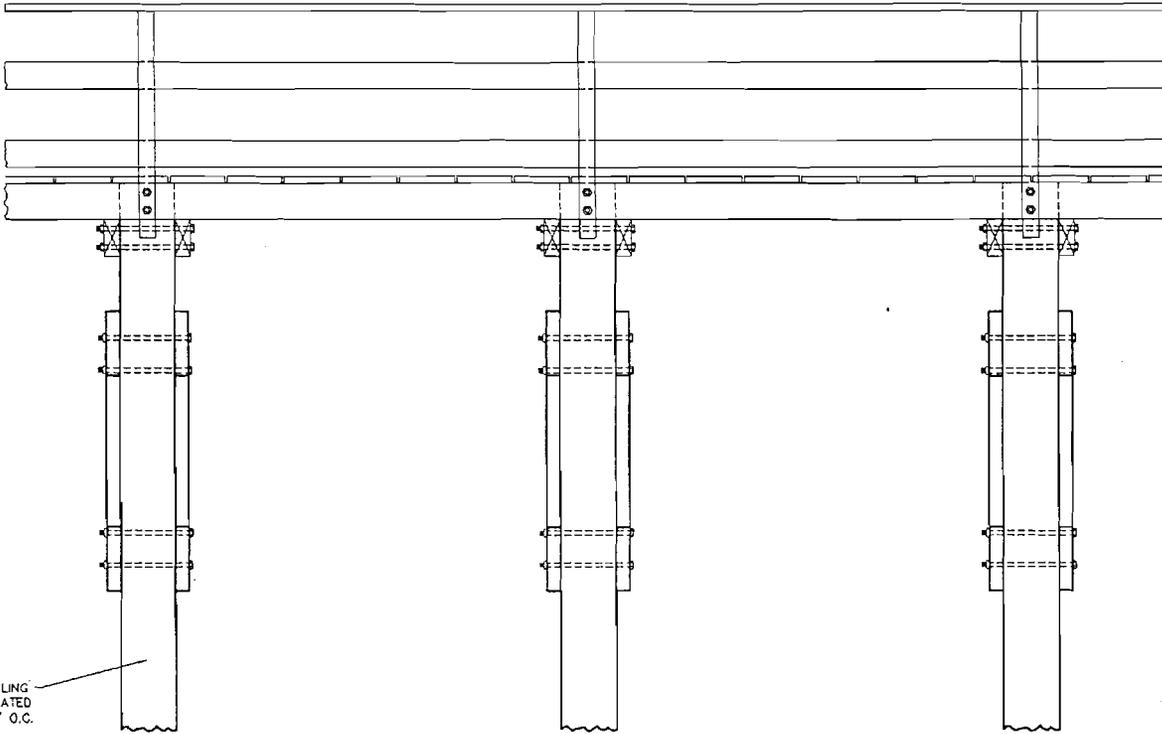
DWG. No. 100387-S-1104

SCALE 3/8" = 1'-0"



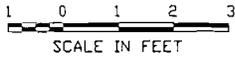
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12" Ø WOOD PILING  
0.40 CCA TREATED  
SET @ 6' O.C.

SCALE 3/8" = 1'-0"



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MARINA CONCEPT PLAN

PIER DETAIL

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**MISSISSIPPI COASTAL PROGRAM**  
**COASTAL MARINA SCREENING CHECKLIST**

**Project Description:**

1. Location: municipality City of Biloxi county Harrison  
body of water Bay of Biloxi latitude/longitude 30°23'50"/88°51'36"
2. Type of marina: open pier water \_\_\_\_\_ protected basin X  
land locked basin \_\_\_\_\_
3. Intended use: public \_\_\_\_\_ private X both \_\_\_\_\_
4. Size: upland area (acres) \_\_\_\_\_ submerged area (acres) 3 acres
5. Total number of boat slips: 2 Size of each boat: 100'  
number of boat slips: 3 Size of each boat: 80' to 90'  
number of boat slips: 12 Size of each boat: 50' to 60'  
number of boat slips: \_\_\_\_\_ Size of each boat: \_\_\_\_\_
6. Type of boats: (indicate number of slips for each)  
sail \_\_\_\_\_ power \_\_\_\_\_ recreational 17 commercial \_\_\_\_\_
7. Services and facilities:
  - A. Services: launching ramp N/A fuel dock N/A boat hoist N/A  
Engine repair N/A hull repair N/A loading dock N/A
  - B. Other Facilities: (indicate number of each)  
ship's store \_\_\_\_\_ residential units \_\_\_\_\_  
hotel rooms \_\_\_\_\_ apartment units \_\_\_\_\_  
restaurant \_\_\_\_\_ access road \_\_\_\_\_  
condominium units \_\_\_\_\_ other (explain) None
  - C. Utilities: water Yes fireplug \_\_\_\_\_  
electricity Yes sewage pump-out facility Yes  
security lighting Yes sewage system (type) \_\_\_\_\_
8. Hydrographic conditions:
  - A. Tidal Range (feet): + 2ft
  - B. Natural depth of waters at site: (Depth in feet at Mean Low Water)  
minimum - 5ft maximum - 9ft



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- |   | <u>YES</u> | <u>NO</u> | <u>UNKNOWN</u> |
|---|------------|-----------|----------------|
| 10. Do shellfish beds occur within 1,000 feet of the site or within 1,000 feet of marina access channels?   | _____      | <u>X</u>  | _____          |
| 11. Are seagrass beds located within 1,000 feet of the marina or access channels?   | _____      | <u>X</u>  | _____          |
| 12. Is the site in an area of recognized historic, Archeological, or scenic value? (Contact State Historic Preservation Officer).   | _____      | <u>X</u>  | _____          |
| 13. Does the proposed marina location contain marsh grass?  | _____      | <u>X</u>  | _____          |
| 14. Have local residents or adjacent landowners been contacted about the project?   | <u>X</u>   | _____     | _____          |
| 15. Is any agency or individual opposed to the proposed marina?   | _____      | _____     | <u>X</u>       |
| 16. Is the proposed project inconsistent with the state guidelines for marinas?   | _____      | <u>X</u>  | _____          |
| 17. Is the proposed marina inconsistent with city or county ordinances and zoning requirements?   | _____      | <u>X</u>  | _____          |
| 18. Does the public presently enjoy access to the shoreline at the proposed marina site?  | _____      | <u>X</u>  | _____          |
| 19. Does the project include structures which would extend into or otherwise obstruct existing channels or will the project require placing structures closer than 100 feet from a Corps of Engineers maintained channel or basin with an authorized depth of 12 feet or greater (a major federal project)? | _____      | <u>X</u>  | _____          |
| 20. Will there be live-aboards in the marina?   | _____      | <u>X</u>  | _____          |
| 21. Are there conflicts regarding riparian ownership?   | _____      | <u>X</u>  | _____          |
| 22. Has a market analysis for the project been prepared?  | _____      | _____     | <u>X</u>       |
| 23. Is overhead wiring proposed near launching ramps or entrances?  | _____      | <u>X</u>  | _____          |
| 24. Have provisions for fire fighting equipment been made?  | _____      | _____     | <u>X</u>       |



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**Environmental Assessment**

**1.0 Project Description**

The proposed project consists of the construction of a 2.1-acre, 17 slip, marina adjacent to the Palace Casino Hotel on the Bay of Biloxi in Biloxi, Mississippi. The geographic location is section 34, Township 7 South, Range 9 West, Harrison County, Mississippi.

The construction consists of; dredging of the marina basin and existing channel to a maximum bottom elevation of -11 ft N.G.V.D. with disposal of the dredge spoils to a non-wetland, upland disposal site; a protective breakwater system, extension of the bulkhead and piers. The 17 slips would accommodate two, 100' vessels, three, 80'-90' vessels and twelve, 50'-65' vessels. The space for the 17 slips is limited in size by an existing service pier, existing bulkhead along the rear of the hotel site, and by the U. S. Army Corps of Engineers dredge limits of the Ott Bayou Channel. The existing Ott Bayou Channel is currently maintained to a bottom elevation of 12'. This would provide adequate depth for vessels up to seven-foot draft for normal seasonal high and low tides. The protective breakwater construction proposed is 18 inch square precast hollow concrete piles driven in a diamond pattern with 8 inch square filler piles on the exterior side, which will allow water to flow through the facility, with a poured in place concrete cap approximately four feet wide on the top. The top elevation on the breakwater wall is proposed to be the same as the existing top of bulkhead, approximately +7' N.G.V.D. The pier decking is proposed to be treated wood decking with concrete or timber mooring piles to hold the marina deck in place. A vessel sewer dump station would be located in a common area of the marina. This station would discharge to the existing municipal gravity sewer system and will be adequately designed to minimize the potential for release into adjacent waters. Fencing would be provided to separate and secure the marina area from the other property and provide for a card gate access from the hotel side and from the parking area side. It is anticipated that this marina would be evacuated in a Category 2 or greater hurricane situation. The tidal increase above the +7' N.G.V.D. elevation would cause the breakwater to be topped and ineffective to protect against wave action.

**2.0 Purpose and need for Project**

The purpose of the project is to provide a marina facility that will be used for recreational boat mooring in the Biloxi area. The proposed project will help address the current need for a recreational boat mooring facility adjacent to the Palace Hotel and Casino.

**3.0 Affected Environment**

**3.1 Site Description**

The proposed marina will be adjacent to the Palace Hotel and Casino. An existing bulkhead, constructed of sheet piles with a concrete cap and treated timbers, is located to the South and West of the proposed marina location. The U. S. Army Corps of Engineers dredge limits of the Ott Bayou Channel is located to the North of the proposed marina location.

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### 3.2 Geology and Soils

The soils described by the Soil Survey of Harrison County, Mississippi listed the southern portion of the proposed area as Harleston fine sandy loam, 2 to 5 percent slopes (HIB). The soil is strongly acid or very strongly acid, permeability is moderate, available water capacity is medium with a low shrink-swell potential and runoff is slow to medium. Moderately suited for load bearing development. Portions of the hotel site had been filled and bulkheaded on previous projects.

### 3.3 Hydrology

The proposed marina site will be affected by the tidal flow of the bay.

### 3.4 Vegetation

The proposed marina is designed to be located in a previous developed area. The shoreline to the South and West of the proposed marina, where the bulkhead is to be constructed, is a filled area that currently has rip-rap along the waters' edge and sod on the top of the bank. There appears to be no significant aquatic vegetation in the project area. Approximately 10 live oak trees are near the existing shoreline and will be maintained.

### 3.5 Wetlands

The proposed marina is designed to be located in a previous developed area. The shoreline to the South and West of the proposed marina, where the bulkhead is to be constructed, is a filled area that currently has rip-rap along the waters' edge. There appears to be no wetlands.

### 3.6 Water Quality

There appears to be no water quality problems at the proposed marina site at the present time. There is a Section 401 Certification being applied for to the Office of Pollution Control at the present time.

### 3.7 Threatened and Endangered (T&E) Species

A request has been presented to the U.S. Fish and Wildlife Services in Jackson, MS for any known threatened or endangered species to be in the proposed marina site area. At the present time there are no known threatened or endangered species to be in the proposed marina site area.

### 3.8 Wildlife and Fisheries (Including Shellfish)

The proposed marina is designed to be located in a previous developed area. It does not appear that this project will affect any shellfish. A shellfish resource assessment is being performed at the present time.

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### 3.9 Cultural Resources

The proposed marina is designed to be located in a previous developed area. A request for a cultural resource assessment is being applied for at the present time from the Mississippi Department of Archives and History.

### 3.10 Public Facilities and Services

The existing Palace Casino hotel site is highly developed with adequate parking, driveways, and municipal water and sewer facilities. The proposed marina project will require additional parking spaces, which are available in the existing parking lots. The increase in water and sewer demand is minimal and will come from the existing onsite service connections. This project should not have any affect on public facilities and services.

### 3.11 Adjacent Land Use

The land north of the proposed marina site is used as a boat repair facility with a dry dock. The shoreline to the south is an existing bulkhead and parking lot for the hotel facility. The Place Hotel and Casino is located to the East and to the West is a spoils island composed of hydraulic fill from earlier channel dredging.

### 3.12 Socio-Economics

The proposed marina site is zoned WF2 (Waterfront 2) by the city of Biloxi. The proposed marina project will be allowed in the current zoning. The proposed facility will provide needed additional recreational boat mooring spaces.

### 3.13 Aesthetic Values

The existing site has a low aesthetic value in its current condition. The proposed marina will enhance the waterfront scene.

## 4.0 Environmental Consequences

### 4.1 Hydrology

The project site is located at the mouth of Ott Bayou, which conveys surface runoff from the City of Biloxi storm water drain system. This flow is from west to east. The proposed marina breakwater and the existing casino barge service pier which forms the north and east side of the marina basin are flow through structures. These structures will not significantly affect the existing stormwater flow or the tidal effect.

### 4.2 Wetlands

There appears to be no wetlands on site, therefore, there will not be any wetland impacts.

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#### 4.3 Water Quality

Increased turbidity during construction of the breakwater, piers and dredging should be the only significant impact on the water quality. Best management practices will be implemented to reduce the impact of increased turbidity during construction.

#### 4.4 Threatened and Endangered (T&E) Species

This proposed project would not have any consequences on any threatened or endangered species.

#### 4.5 Wildlife and Fisheries (Including Shellfish)

During construction of the breakwater and dredging of the proposed marina there would be a loss of small organisms. After construction bottom conditions should return to pre-construction conditions. The new breakwater pier structure would provide new habitat for marine life.

The proposed marina is designed to be located in a previous developed area. It does not appear that this project will effect any shellfish. A shellfish resource assessment is being conducted at the present time.

#### 4.6 Cultural Resources

This proposed project would not have any consequences on any cultural resources.

#### 4.7 Public Facilities and Services

This proposed marina project should not have any effect on public facilities and services.

#### 4.8 Adjacent Land Use

This proposed marina project should not have any effect on adjacent land use. All adjacent land should benefit from the new marina.

#### 4.9 Socio-Economics

The proposed marina site should only benefit the area due to the increase in construction jobs and should increase the adjacent land values.

#### 4.11 Aesthetic Values

The proposed marina site would have a high aesthetic value after completion of the project.

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The Board further HEREBY AUTHORIZES the Board President to execute said review of application.

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

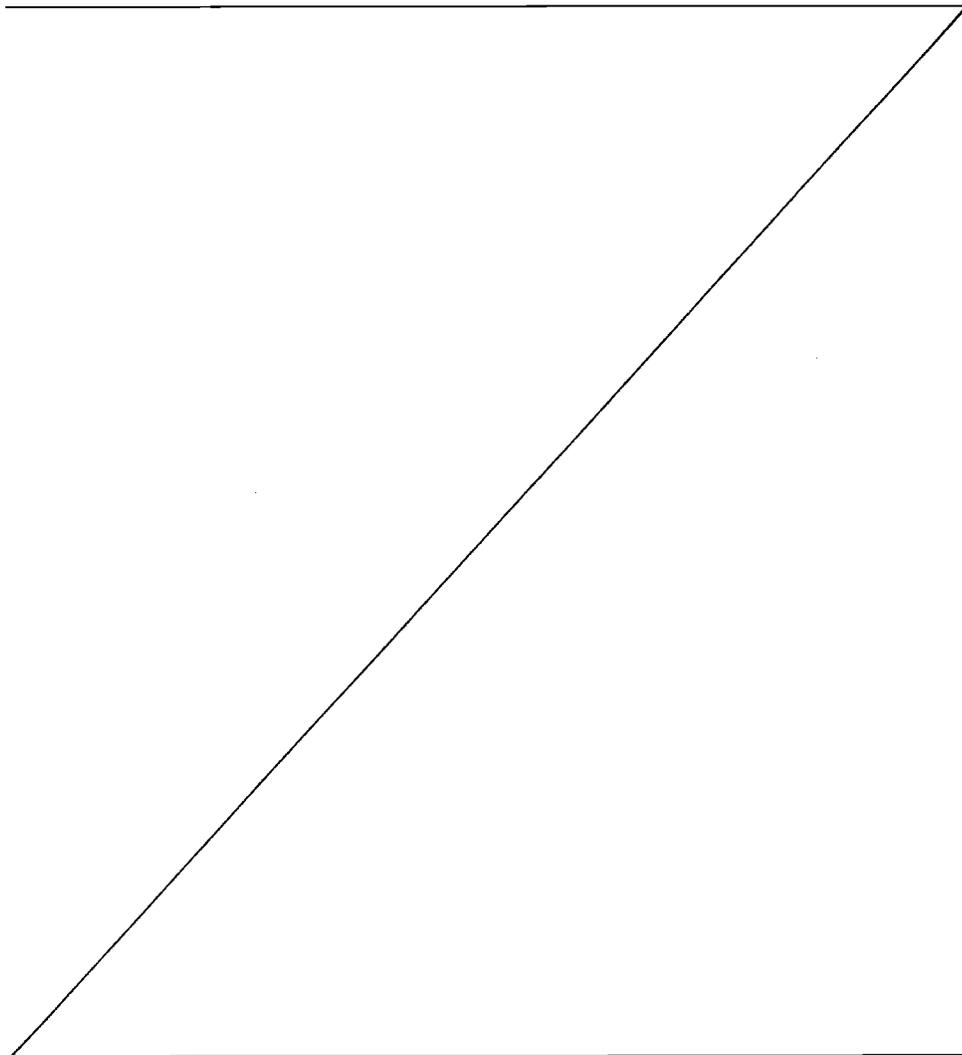
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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER ADJUDICATING SIGNATURE OF THE HARRISON  
COUNTY ADMINISTRATOR ON BEHALF OF THE GULF  
COAST MOSQUITO CONTROL FOR REMOVAL AND  
DISPOSAL OF CHEMICALS AT THE MOSQUITO  
CONTROL BUILDING LOCATED ON HEWES AVENUE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY ADJUDICATE the signature of the  
Harrison County Administrator on behalf of the Gulf Coast Mosquito Control  
for removal and disposal of chemicals at the Mosquito Control building  
located on Hewes Avenue, the documents in connection therewith are as  
follows:



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### APRIL 2001 TERM



#### GENERATOR'S WASTE PROFILE SHEET

PLEASE PRINT IN INK OR TYPE

Service Agreement on File?  YES  NO  
 Hazardous  Non-Hazardous  TSCA

Profile Number: **CR 1345**  
 Renewal Date: / /

#### A. Waste Generator Information

- |  |   |
|--|---|
| 1. Generator Name: <u>Harrison County Mosquito Control</u> | 2. SIC Code: _____                        |
| 3. Facility Street Address: <u>4702 HOWES AVE</u>          | 4. Phone: <u>(228) 762-0670</u>           |
| 5. Facility City: <u>Gretna</u>                            | 6. State/Province: <u>Miss</u>            |
| 7. Zip/Postal Code: <u>39501</u>                           | 8. Generator USEPA/Federal ID #: _____    |
| 9. County: <u>HARRISON</u>                                 | 10. State/Province ID #: _____            |
| 11. Customer Name: <u>Hazmat Services, Inc</u>             | 12. Customer Phone: <u>(800) 569-5420</u> |
| 13. Customer Contact: <u>Ron Williams</u>                  | 14. Customer Fax: <u>228-762-5648</u>     |
| 15. Billing Address: <u>P.O. Box 2398</u>                  | <input type="checkbox"/> Same as above    |

#### B. Waste Stream Information

1. Description
- a. Name of Waste: \_\_\_\_\_
- b. Process Generating Waste: Clean-out of storage warehouse

c. Color	d. Strong odor (describe):	e. Physical state @ 70°F <input type="checkbox"/> Solid <input type="checkbox"/> Liquid <input type="checkbox"/> Gas <input type="checkbox"/> Sludge <input type="checkbox"/> Other	f. Layers <input type="checkbox"/> Single Layer <input type="checkbox"/> Multi-layer	g. Free liquid range to % h. pH: Range to %

- i. Liquid Flash Point:  <73°F  73-99°F  100-139°F  140-199°F  ≥ 200°F  Not applicable
- j. Chemical Composition (List all constituents [including halogenated organics, debris, and UHC's] present in any concentration and submit representative analysis):

Constituents	Concentration Range	Constituents	Concentration Range
<u>Thiosulfate</u>	<u>100% in drums</u>		
<u>Thion</u>	<u>100% in drums</u>		
<u>ortho Acetamin</u>	<u>100% in drums</u>		

**TOTAL COMPOSITION MUST EQUAL OR EXCEED 100%**

- k.  Oxidizer  Pyrophoric  Explosive  Radioactive  
 Carcinogen  Infectious  Shock Sensitive  Water Reactive
- l. Does the waste represented by this profile contain any of the carcinogens which require OSHA notification? (list in Section B.1.j) .....  YES  NO
- m. Does the waste represented by this profile contain dioxins? (list in Section B.1.j) .....  YES  NO
- n. Does the waste represented by this profile contain asbestos? .....  YES  NO  
 If yes .....  friable  non-friable
- o. Does the waste represented by this profile contain benzene? .....  YES  NO  
 If yes, concentration \_\_\_\_\_ ppm  
 Is the waste subject to the benzene waste operations NESHAP? .....  YES  NO
- p. Is the waste subject to RCRA Subpart CC controls? .....  YES  NO  
 If no, does the waste meet the organic LDR Exemption? .....  YES  NO  
 If no, does the waste contain <500 ppmw volatile organic (VO)? .....  YES  NO  
 Volatile organic concentration \_\_\_\_\_ ppmw
- q. Does the waste contain any Class I or Class II ozone-depleting substances? .....  YES  NO
- r. Does the waste contain debris? (list in Section B.1.j) .....  YES  NO
- s. Is the waste subject to controls as a Group 1 wastewater or residual under the HON? .....  YES  NO  
 If yes, is it a Table 8 \_\_\_\_\_ or Table 9 \_\_\_\_\_ compound?

2. Quantity of Waste  
 Estimated Annual Volume 36  Tons  Yards  Drums  Other (specify) \_\_\_\_\_

3. Shipping Information

a. Packaging:  
 Bulk Solid; Type/Size: \_\_\_\_\_  Bulk Liquid; Type/Size: \_\_\_\_\_  
 Drum; Type/Size: 55 gallon  Other: \_\_\_\_\_

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### APRIL 2001 TERM



#### GENERATOR'S WASTE PROFILE SHEET

PLEASE PRINT IN INK OR TYPE

- b. Shipping Frequency: Units \_\_\_\_\_ Per: Month Quarter Year One time Other \_\_\_\_\_
- c. Is this a U.S. Department of Transportation (USDOT) Hazardous Material? (If no, skip d, e, and f) ..... YES NO
- d. Reportable Quantity (lbs.; kgs.): \_\_\_\_\_ e. Hazard Class/ID #: \_\_\_\_\_
- f. USDOT Shipping Name: \_\_\_\_\_
- g. Personal Protective Equipment Requirements: \_\_\_\_\_
- h. Transporter/Transfer Station: \_\_\_\_\_

**C. Generator's Certification (Please check appropriate responses, sign, and date below.)**

- 1. Is this a USEPA hazardous waste (40 CFR Part 261)? If the answer is no, skip to 2 ..... YES NO
  - a. If yes, identify ALL USEPA listed and characteristic waste code numbers (D, F, K, P, U) \_\_\_\_\_
  - b. If a characteristic hazardous waste, do underlying hazardous constituents (UHCs) apply? (if yes, list in Section B.1.j) ..... YES NO
  - c. Does this waste contain debris? (if yes, list size and type in Chemical Composition - B.1.) ..... YES NO
- 2. Is this a state hazardous waste? ..... YES NO  
Identify ALL state hazardous waste codes \_\_\_\_\_
- 3. Is the waste from a CERCLA (40 CFR 300, Appendix B) or state mandated clean-up? ..... YES NO  
If yes, attach Record of Decision (ROD), 104/106 or 122 order or court order that governs site clean-up activity. For state mandated clean-up provide relevant documentation.
- 4. Does the waste represented by this waste profile sheet contain radioactive material, or is disposal regulated by the Nuclear Regulatory Commission? ..... YES NO
- 5. Does the waste represented by this waste profile sheet contain concentrations of Polychlorinated Biphenyls (PCBs) regulated by 40 CFR 761? (if yes, list in Chemical Composition - B.1.j) ..... YES NO
  - a. If yes, were the PCBs imported into the U.S.? ..... YES NO
- 6. Do the waste profile sheet and all attachments contain true and accurate descriptions of the waste material, and has all relevant information within the possession of the Generator regarding known or suspected hazards pertaining to the waste been disclosed to the Contractor? ..... YES NO
- 7. Will all changes which occur in the character of the waste be identified by the Generator and disclosed to the Contractor prior to providing the waste to the Contractor? ..... YES NO

Check here if a Certificate of Destruction or Disposal is required.

Any sample submitted is representative as defined in 40 CFR 261 - Appendix I or by using an equivalent method. I authorize WM to obtain a sample from any waste shipment for purposes of recertification. If this certification is made by a broker, the undersigned signs as authorized agent of the generator and has confirmed the information contained in this Profile Sheet from information provided by the generator and additional information as it has determined to be reasonably necessary. If approved for management, Contractor has all the necessary permits and licenses for the waste that has been characterized and identified by this approved profile.

Certification Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Name (Type or Print): \_\_\_\_\_ Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Check if additional information is attached. Indicate the number of attached pages \_\_\_\_\_

D. WM Management's Decision			FOR WM USE ONLY	
1. Management Method	<input type="checkbox"/> Landfill	<input type="checkbox"/> Non-hazardous Solidification	<input type="checkbox"/> Bioremediation	<input type="checkbox"/> Incineration
	<input type="checkbox"/> Hazardous Stabilization	<input type="checkbox"/> Other (Specify) _____		
2. Proposed Ultimate Management Facility:	_____			
3. Precautions, Special Handling Procedures, or Limitation on Approval;	_____			
4. Waste Form _____	5. Source _____	6. System Type _____		
Special Waste Decision .....			<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Salesperson's Signature: _____			Date: _____	
Division Approval Signature (Optional): _____			Date: _____	
Special Waste Approvals Person Signature: _____			Date: _____	

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### APRIL 2001 TERM



### WASTE MATERIAL PROFILE FORM

PROFILE NO. \_\_\_\_\_

1229 Valley Drive  
 Attalla, AL 35954  
 205-538-3800

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<b>A. GENERAL INFORMATION</b>			
GENERATOR <u>Harrison County Mosquito</u> TRANSPORTER _____		GENERATOR USEPA ID NO. _____	
FACILITY ADDRESS <u>4702 Hewes Ave</u>		GENERATOR STATE ID NO. _____	
<u>Gulfport MS-39501</u>		PHONE NO. <u>228-762-0670</u>	
TECHNICAL CONTACT <u>Ron Williams / HSA</u> TITLE <u>Contractor</u>		SIC CODE _____	
NAME OF WASTE <u>XLOL</u>		PROCESS GENERATING WASTE <u>Waste House Clean out</u>	
<b>B. PHYSICAL CHARACTERISTICS OF WASTE</b>			
PHYSICAL STATE @ 70°F: <input checked="" type="checkbox"/> Liquid <input type="checkbox"/> Semi-Solid <input type="checkbox"/> Solid		LAYERS <input checked="" type="checkbox"/> Single-Phased <input type="checkbox"/> Bi-layered <input type="checkbox"/> Multilayered	
ODOR: <input type="checkbox"/> None <input checked="" type="checkbox"/> Mild <input type="checkbox"/> Strong Describe <u>XLOL</u>		COLOR: <u>Clear to Slight Yellow</u>	
FLASH POINT: <input type="checkbox"/> <100°F <input type="checkbox"/> 101°F-139°F <input type="checkbox"/> 140°F-200°F		pH RANGE: <input type="checkbox"/> >2.5 <input checked="" type="checkbox"/> >5-9 <input type="checkbox"/> >9<12.5	
<input type="checkbox"/> >200°F <input type="checkbox"/> No Flash Value _____		UNBURNABLE RESIDUE RANGE: <input type="checkbox"/> _____ %	
BTU RANGE: _____ /gal.		WATER CONTENT RANGE: _____ % Dissolved	
SPECIFIC GRAVITY: <input checked="" type="checkbox"/> <.8 <input type="checkbox"/> .8-1.0 <input type="checkbox"/> >1.0 Exact _____		_____ % Free Layer	
SOLIDS RANGE: <input type="checkbox"/> _____ %		Viscosity Range: _____ Centipoises	
<b>C. CHEMICAL COMPOSITION</b>		<b>E. OTHER COMPONENTS - TOTAL (ppm)</b>	
<u>Xylol</u>	RANGE <u>100</u> %	SULFUR _____	PCBS _____
_____	_____ %	HALOGENS _____	_____
_____	_____ %	<b>F. HAZARDOUS CHARACTERISTICS</b>	
_____	_____ %	REACTIVITY: <input type="checkbox"/> None <input type="checkbox"/> Water Reactive <input type="checkbox"/> Shock Sensitive	
_____	_____ %	<input type="checkbox"/> Pyrophoric <input type="checkbox"/> Explosive <input type="checkbox"/> Sulfides: _____	
_____	_____ %	<input type="checkbox"/> Cyanides: _____ Other: _____	
_____	_____ %	OTHER HAZARDOUS CHARACTERISTICS: <input type="checkbox"/> Ignitable	
_____	_____ %	<input type="checkbox"/> Corrosive <input type="checkbox"/> TCLP Waste <input type="checkbox"/> Other: _____	
_____	_____ %	USEPA HAZARDOUS WASTE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
_____	_____ %	USEPA HAZARDOUS WASTE CODE(S): <u>D001</u>	
<b>D. METALS</b>		STATE HAZARDOUS WASTE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
TOTAL (ppm)	TCLP (ppm)	STATE HAZARDOUS WASTE CODE(S): <u>D001</u>	
ANTIMONY (Sb) > 10.0 No Yes CONC. RANGE _____	_____	<b>G. SHIPPING INFORMATION</b>	
ARSENIC (As) > 5.0 No Yes CONC. RANGE _____	_____	DOT HAZARDOUS MATERIAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
BARIUM (Ba) > 100.0 No Yes CONC. RANGE _____	_____	PROPER SHIPPING NAME <u>Xylol</u>	
BERYLLIUM (Be) > 1.0 No Yes CONC. RANGE _____	_____	HAZARD CLASS _____ ID NO. _____	
CADMIUM (Cd) > 1.0 No Yes CONC. RANGE _____	_____	PACKAGING GROUP _____ EMERGENCY RESPONSE GUIDE NO. _____	
CHROMIUM (Cr) > 5.0 No Yes CONC. RANGE _____	_____	PRIMARY CONSTITUENTS CONTRIBUTING TO HAZARD: _____	
LEAD (Pb) > 5.0 No Yes CONC. RANGE _____	_____	24 HR. EMERGENCY PHONE NO. _____	
MERCURY (Hg) > 0.2 No Yes CONC. RANGE _____	_____	METHOD OF SHIPMENT: _____ Bulk _____ Drums (Type/Size _____)	
NICKEL (Ni) > 5.0 No Yes CONC. RANGE _____	_____	ESTIMATED VOLUME: _____ Gal/Drums/Tons per _____	
SELENIUM (Se) > 1.0 No Yes CONC. RANGE _____	_____		
SILVER (Ag) > 5.0 No Yes CONC. RANGE _____	_____		
THALLIUM (Tl) > 10.0 No Yes CONC. RANGE _____	_____		
<b>H. SPECIAL HANDLING OR INCOMPATIBILITIES</b>			
IS THIS WASTE SUBJECT TO BENZENE WASTE NESHAP? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No _____ Additional Pages Attached _____			

**GENERATOR CERTIFICATION**

I hereby certify that all information in this and all attached documents is true and accurate, and that all known or suspected hazards have been disclosed. I certify that there are no hazardous constituents or characteristics except as described above, and if the waste stream or process generating the waste changes, I will notify M&M prior to shipment of the waste.

Pamela J. Ulrich  
 Signature  
Pamela J. Ulrich  
 Printed/Typed Name

County Administrator  
 Title  
April 12, 2001  
 Date

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

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**GENERATOR'S CERTIFICATION**

I hereby certify on behalf of HARRISON COUNTY MOSQUITO CONTROL (Company Name), (hereinafter for convenience called "Generator"), by my signature and as a duly authorized representative of Generator, that the attached is an analysis of and information regarding waste originating from the Generator's facility located at 4702 - HOWES AVE, LUMBERT MS. 39501 (Location).

I further certify that the attached analysis and information is provided in compliance with ADEM Administrative Code Rules 335-14-3-.08, and that Chemical Waste Management has been duly authorized by the Generator to submit the attached information, and this certification where appropriate, in behalf of the Generator and in compliance with the aforementioned regulation.

I further certify, under penalty of law, that this document and all attachments were prepared under my authorization, direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

The Generator understands that any approval by the Department of Environmental Management for disposal of any waste described by the submitted information shall not relieve the Generator from liability for compliance with all other applicable statutes and regulations regarding the management of hazardous waste.

Pamela J. Ulrich  
 (Signature of Generator)

By: Pamela J. Ulrich  
 (Print of type name)

Its: County Administrator  
 (Title of individual whose signature appears above)

Date: April 12, 2001  
 (Date on which this document is executed)

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

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

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

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

**ORDER DENYING REQUEST FROM MARY ANN HOUSE  
TO DECLARE 11271 HIGHWAY 49, SAUCIER,  
MISSISSIPPI A RESORT AREA**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY DENY request from Mary Ann House  
to declare 11271 Highway 49, Saucier, Mississippi a resort area.

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

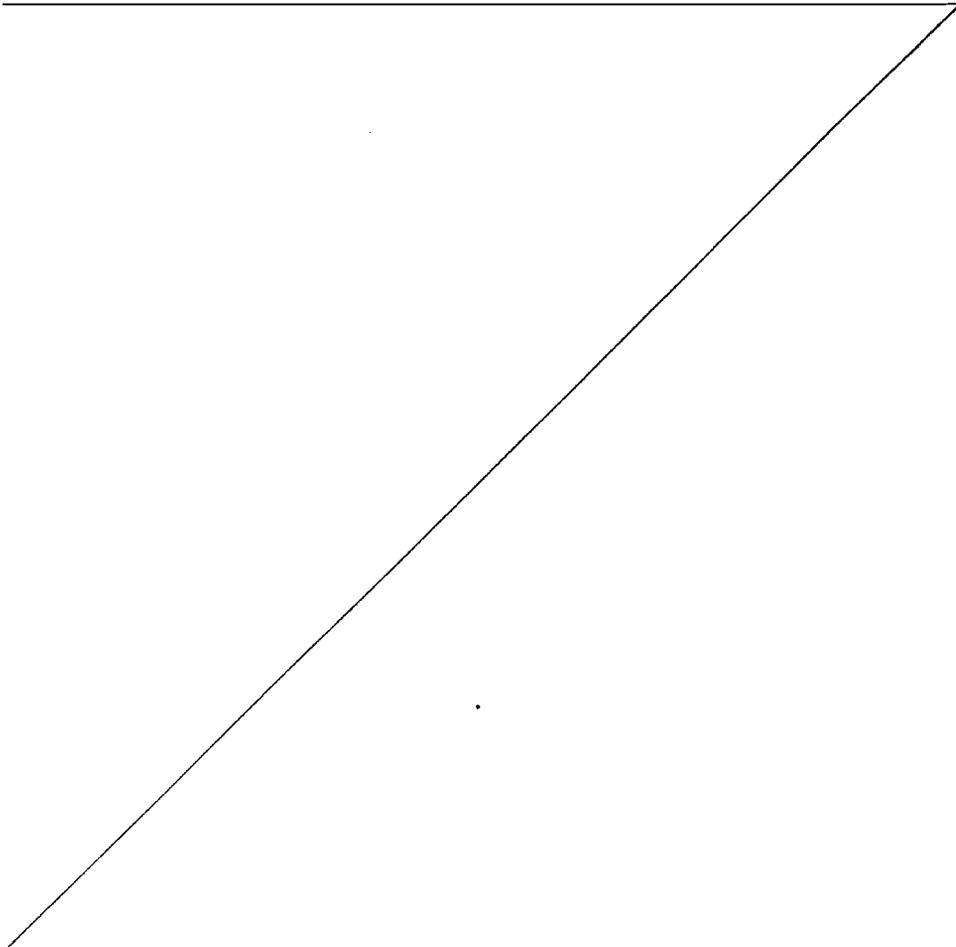
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**APRIL 2001 TERM**

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

**ORDER APPROVING CHANGE ORDER #3 IN THE AMOUNT OF \$1,435.00 TO STARK CONSTRUCTION CO., FOR BILOXI HUMAN SERVICES BUILDING FOR THE EXTENSION OF 20 ADDITIONAL DAYS ON CONTRACT AND LABOR AND MATERIALS FOR SECURITY LIGHTS AND GRAFFITI SEALANT ON ONE SIDE OF BUILDING, AS RECOMMENDED BY WALTER T. BOLTON, ARCHITECT, AND AUTHORIZING BOARD PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE Change Order #3 in the amount of \$1,435.00 to Stark Construction Co., for Biloxi Human Services Building for the extension of 20 additional days on contract and labor and materials for security lights and graffiti sealant on one side of building, said change order and recommendation being as follows:

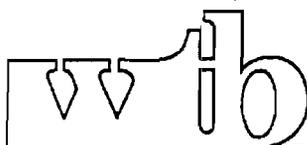


**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**APRIL 2001 TERM**

Monday, April 16, 2001 2:54 PM

Deborah Jenkins 228-374-3291

p.02



**WALTER T. BOLTON ASSOCIATES, AIA**  
 ARCHITECT AND PLANNER

124 FAYARD STREET  
 BILOXI  
 228-374-5212

P.O. BOX 14  
 MISSISSIPPI 39533  
 FAX 228-374-3291

March 30, 2001

Ms. Pam Ulrich  
 County Administrator  
 Harrison County Board of Supervisors  
 P.O. Drawer CC  
 Gulfport, MS 39502

Re: New Biloxi Offices  
 Harrison County Department of Human Services  
 461 Parker Street  
 Biloxi, Mississippi

Ms. Ulrich,

The contractor on the above referenced project, Starks Contracting Company, Inc., has request by letter, (attached), a time extension due to weather and materials delays. Also attached find two Change Order amounts for items requested by our office from Starks Contracting Co., Inc., in relation to vandalism problems at the building. We have reviewed their requests and checked the weather dates with Keesler's Weather Office. The following is our recommendation on the time extension request and change order requests.

1. Rain Days (Aug-Feb) - The contractor is requesting a total of forty-five days due to rain and poor working conditions following the rain.  
  
The Contractor has included the days noted for the normal monthly rain days as issued by the weather department. We have, as stated above, reviewed the dates shown with the Keesler weather office rain amounts for those dates and have determined that the number of days should be twenty days.
2. Freezing Temperatures (Dec - Feb.), - The contractor is requesting seven days due to the temperature being too cold to work on steel framing.  
  
These days are justified due to the strong winds and cold coming across the Bay of Biloxi while working off the ground setting the steel framing.
3. Material Delay - The contractor has asked for fourteen days due to the late delivery of the steel framing materials and the slow erection of the steel.  
  
The contractor is responsible for delay in materials and work schedule so no days should be given for this request.
4. In Pay Request No. 1, the contract was extended five days and in Pay Request No. 2 it was extended two days for a total extension of seven days.
5. Contractor is requesting two days (2) for the electrical and painting required on their proposed change order. These days are justified because of additional work requested
6. The days that are requested for rain, temperature, additional work, and work delays overlap with each other and should not be added together.
7. Due to present vandalism to the existing building by local gang graffiti and in an effort to reduce future damage to the building from such occurrences, our office requested from Starks Contracting a cost for the proposed Graffiti Sealant and exterior motion sensitive lighting.



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Monday, April 18, 2001 2:54 PM

Deborah Jenkins 228-374-3291

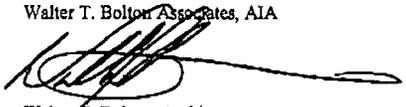
p.03

With the information above, our recommendation is that the Board approve a time extension of twenty (20) days. This would extend the contract date for Substantial Completion to July 15, 2001. We have reviewed the owner supplied equipment delivery schedule with the contractor and this extension should not delay the installation of this equipment on the move-in date as earlier set, (July 15, 2001). We also recommend approval of the two change order items.

Should you have any questions please feel free to contact our office.

Sincerely

Walter T. Bolton Associates, AIA

  
Walter T. Bolton, Architect

Walter T. Bolton, Architect

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### APRIL 2001 TERM

Monday, April 16, 2001 2:54 PM

Deborah Jenkins 228-374-3291

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### CHANGE ORDER

AIA DOCUMENT G701

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

PROJECT: **New Biloxi Office**  
 (name, address) **Harrison County Dept of Human Services**  
**Biloxi, Mississippi**

TO CONTRACTOR: **Starks Contracting Co., Inc.**  
 (name, address) **1538 Poppys Ferry Road**  
**Biloxi, MS 39532**

CHANGE ORDER NUMBER: **03**

DATE: **April 16, 201**

ARCHITECT'S PROJECT NO:

CONTRACT DATE: **July 18, 2000**

CONTRACT FOR: **New Construction**

The Contract is changed as follows:

Time extension due to inclement weather, material delays, and additional work requested by owner.

20 days

Labor and materials necessary to install three motion activated 150 watt mini quartz halogen security lights at exterior of building:

\$ 460.00

Labor and materials to apply approximately 900 s/f of Graffiti Barrier to exterior split face block and brick veneer at one side of building \*

\$ 975.00

\* See attached letters from Starks Contracting for further information and details. Price indicated above is for ONE side of building. Should the County decide to install Graffiti Barrier at additional sides around building, price would be \$975.00 X number of sides requested.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$ 857,100.00
Net change by previously authorized Change Orders .....	7,955.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	865,055.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (Increased) ( <del>Decreased</del> )	
( <del>Increased</del> ) by this Change Order in the amount of .....	1,435.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be ...	866,490.00

The Contract Time will be (Increased) (~~Decreased~~) (~~Unchanged~~) by ( 20 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is July 15, 2001

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Walter T. Bolton Associates ARCHITECT 124 Fayard Street Biloxi Address Biloxi, MS 39530	Starks Contracting Co., Inc. CONTRACTOR 1538 Poppys Ferry Road Address Biloxi, MS 39532	Harrison County Board of Supervisors: OWNER P.O. Box CC Address Gulfport, MS 39502
BY _____	BY _____	BY _____
DATE _____	DATE _____	DATE _____

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The Board further HEREBY AUTHORIZES the President to execute said change order.

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

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

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There came on for consideration by the Board the matter of a request for the Board to provide adequate street lighting by installing street light at Highway 90 and Fort Henry, located in Supervisor's Voting District 3, as requested by the Mississippi Department of Transportation, whereupon Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER AUTHORIZING AND DIRECTING INSTALLATION  
OF STREET LIGHT AT HIGHWAY 90 AND FORT HENRY,  
LOCATED IN SUPERVISOR'S VOTING DISTRICT 3, AS  
REQUESTED BY THE MISSISSIPPI DEPARTMENT OF  
TRANSPORTATION**

WHEREAS, the Board of Supervisors of Harrison County, Mississippi hereby finds that the Board shall authorize and direct installation of one street light at Highway 90 and Fort Henry, located in Supervisor's Voting District 3, as requested by the Mississippi Department of Transportation.

IT IS THEREFORE ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE installation of street light, as aforesaid, in Supervisor's Voting District 3.

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

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

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

THIS the 23rd day of April 2001.

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

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

**ORDER APPROVING APPROPRIATION IN THE AMOUNT  
OF \$5,000.00 TO THE CITY OF D'IBERVILLE PARKS &  
RECREATION DEPARTMENT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE appropriation in the  
amount of \$5,000.00 to the city of D'Iberville Parks & Recreation Department,  
payable from account #126-100-780.

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

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

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

THIS the 23<sup>rd</sup> day of April 2001.

\* \* \*

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

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

**ORDER AUTHORIZING EMPLOYMENT OF KEITH  
 DRAPER AND ROBERT HAMMOND WITH AIR-O-SPACE  
 INTERNATIONAL TO WRITE AN ABSTRACT PROPOSAL  
 FOR REMOTE SENSING SYSTEM FROM N.A.S.A., AT NO  
 COST TO COUNTY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
 MISSISSIPPI, that the Board does HEREBY AUTHORIZE employment of Keith  
 Draper and Robert Hammond with Air-O-Space International to write an  
 abstract proposal for Remote Sensing System from N.A.S.A., at no cost to  
 county.

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

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

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

**ORDER DESIGNATING THE CHANCERY CLERK, TAYLOR GUILD, ARCHITECT, AND ANY DEPARTMENT HEAD, AS NEEDED, AS THE BOARD'S REPRESENTATIVES TO RECEIVE BIDS ON MAY 3, 2001 AT 2:30 P.M., AND ALSO INCLUDE ALTERNATE FOR TIME OF COMPLETION OF PROJECT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DESIGNATE the Chancery Clerk, Taylor Guild, Architect, and any Department Head, as needed, as the Board's representatives to receive bids on May 3, 2001 at 2:30 p.m. for construction of new Health Department in Gulfport, and also include alternate for time of completion of project

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

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

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

**ORDER APPROVING EMPLOYMENT OF MEADOWS &  
RILEY TO REPRESENT THE BOARD OF SUPERVISORS IN  
THE WRONGFUL DEATH CLAIM OF JOY MALONE,  
INDIVIDUALLY AND AS REPRESENTATIVE OF HEIRS AT LAW  
OF JEWEL MARY JOHNSON VS MEMORIAL HOSPITAL AT  
GULFPORT, ET AL**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE employment of Meadows  
& Riley to represent the Board of Supervisors in the wrongful death claim of  
*Joy Malone, individually and as representative of heirs at law of Jewel Mary  
Johnson vs Memorial Hospital at Gulfport, et al.*

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

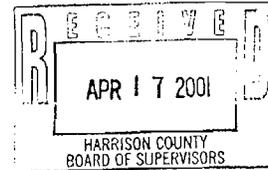
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**APRIL 2001 TERM**

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

**ORDER APPROVING REQUEST FROM THE GULF COAST  
SANDBLASTERS ENDURO EVENT TO CROSS OR USE  
BETHEL ROAD, MARVIN WILLIAMS ROAD, N. CARR  
BRIDGE ROAD, AND BLACKWELL FARM ROAD, MAY  
19-20, 2001**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE request from the Gulf Coast  
Sandblasters Enduro Event to cross or use Bethel Road, Marvin Williams Road,  
N. Carr Bridge Road, and Blackwell Farm Road, May 19-20, 2001, said letter of  
request being as follows:

GULF COAST SANDBLASTERS INC.  
OFFICE OF THE SECRETARY-TREASURER  
12166 SKEET HUNT ROAD  
BILOXI, MISSISSIPPI 39532-9494



April 10, 2001

The Honorable Supervisor Larry Benfield  
President  
Harrison County Board of Supervisors  
P.O. Drawer CC  
Gulfport, MS 39502

Dear Mr. Benfield:

It's that time again. The Gulf Coast Sandblasters are scheduled to put on their cross-country motorcycle event (Enduro) in conjunction with the U. S. Forest Service, May 19-20, 2001. The event will be held in the Desota National Forest Red Creek Wildlife Management Area. To connect the Forest Service Trails together for the 75-mile event it is necessary to cross or use Harrison County maintained roads. This letter is for the purpose of requesting your permission to cross or use Bethel Road, Marvin Williams Road, North Carr Bridge Road and Blackwell Farm Road. We have contacted the Sheriff's Department (Sheriff George Paine and Sterling Blackham) and have received assurance that the Sheriff's Department will assist as necessary and that the Auxiliary Sheriff's Department will provide traffic control and escort service for the Event.

As in the past (since 1976) we enjoy working with the local community, the U. S. Forest Service, the Harrison County Sheriffs Office, and the Board of Supervisors to put on a quality event that the County will be proud of. With your permission we plan to do it again.

If you have any questions or need addition information, please feel free to contact me at work 377-2636 or at home 392-1404.

Sincerely

*Robert R. Rockco*

Robert R. Rockco

**MINUTE BOOK**  
**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 question was put to a vote with the following results:

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

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

THIS the 23rd day of April 2001.

\* \* \*

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

---

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

**ORDER REQUESTING THE HARRISON COUNTY TOURISM  
COMMISSION TO ADVERTISE COUNTY RESOURCES, AS  
LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY REQUEST the Harrison County  
Tourism Commission to advertise County Resources, as listed, payable from  
tourism funds:

\$100.00 to the Veterans Of Foreign Wars of the U.S.A. for a full page ad  
in the Convention 2001 Program Book.

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

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

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

THIS the 23<sup>rd</sup> day of April 2001.

\* \* \*

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

---

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

**ORDER REQUESTING THE HARRISON COUNTY TOURISM  
COMMISSION TO ADVERTISE COUNTY RESOURCES, AS  
LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY REQUEST the Harrison County  
Tourism Commission to advertise County Resources, as listed, payable from  
tourism funds:

\$5,000.00 to assist with conference expenses for the 64<sup>th</sup> Annual  
Conference of the Mississippi Fire Chiefs, Fire Volunteers, Fire Coordinators,  
Public Safety Educators and Ladies Auxiliary.

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

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

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

THIS the 23<sup>rd</sup> day of April 2001.

\* \* \*

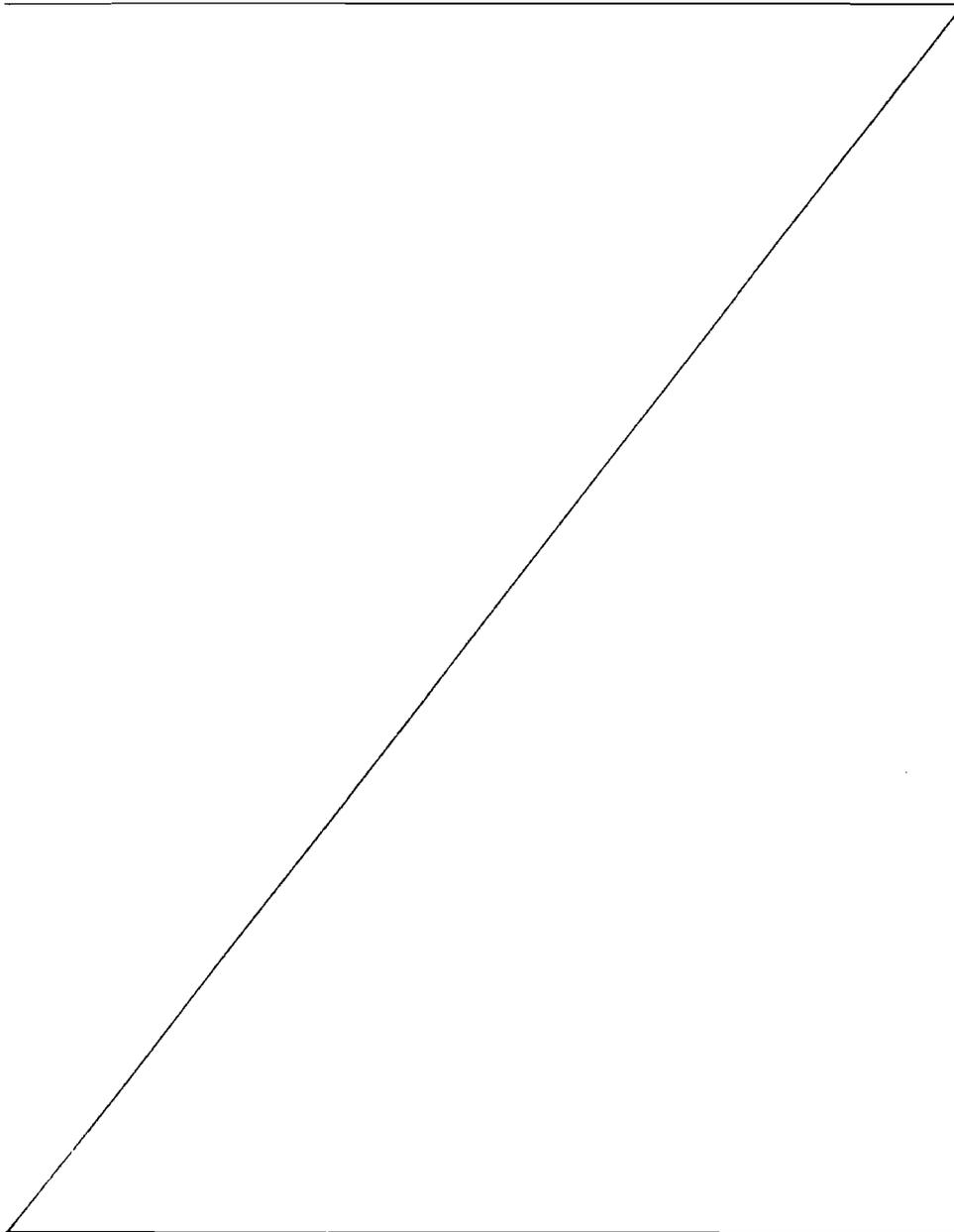
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**APRIL 2001 TERM**

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

**ORDER APPROVING INTERLOCAL AGREEMENT WITH  
THE CITY OF BILOXI FOR THE TAX INCREMENT  
FINANCING REDEVELOPMENT PLAN, AND AUTHORIZE  
BOARD PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY APPROVE Interlocal Agreement with  
the city of Biloxi for the Tax Increment Financing Redevelopment Plan, said  
interlocal agreement being as follows:



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement is made and entered into as of March 16 1, 1999, by and between the **City of Biloxi, Mississippi**, a municipal corporation organized and existing under the laws of the State of Mississippi, acting by and through its Mayor and City Council (the "City"), and **Harrison County, Mississippi**, a political subdivision of the State of Mississippi, acting by and through its Board of Supervisors (the "County").

**RECITALS:**

**WHEREAS**, the City and the County are each authorized to exercise the authority set forth in Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended, (the "Act");

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act of 1974, cited as Sections 17-13-1, *et seq.*, Mississippi Code of 1972, as amended, (the "Code"), counties and municipalities may make the most efficient use of their powers by cooperating and contracting with one another to their mutual advantage, and thereby, provide services and facilities which will accord best with the geographic, economic, population, and other factors to best serve the needs and development of such local government units;

**WHEREAS**, Section 17-13-7 of the Code provides that the City and County may contract to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by a local governmental unit;

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WHEREAS, the City has heretofore adopted its Tax Increment Financing Redevelopment Plan, 1997 (the "City Redevelopment Plan") and conducting a public hearing thereon City Redevelopment Plan on December 9, 1997, as required by the Act;

WHEREAS, the City has heretofore adopted its Tax Increment Financing Plan, Traffic Flow and Thoroughfare Improvement Plan Project, November, 1997 (the "City TIF Plan") and conducted a public hearing thereon on December 9, 1997, as required by the Act;

WHEREAS, the County has heretofore adopted its Tax Increment Redevelopment Plan of 1997 (the "County Redevelopment Plan") and conducted a public hearing on the County Redevelopment Plan on December 8, 1997, as required by the Act;

WHEREAS, the County has heretofore adopted its Tax Increment Financing Plan, Traffic Flow and Thoroughfare Improvement Plan Project, 1997 (the "County TIF Plan") and conducted a public hearing on the County TIF Plan on December 15, 1997, required by the Act;

WHEREAS, the City Redevelopment Plan, the City TIF Plan, the County Redevelopment Plan and the County TIF Plan were adopted in order to create a financing mechanism which would allow the City to issue its Tax Increment Financing Bonds in the principal amount not to exceed \$35,000,000 in two or more series (the "Bonds") in order to generate funds sufficient to defray the cost of the improvements set forth in the City's Traffic Flow and Thoroughfare Improvement Plan adopted by the City on August 19, 1997 (the "Project");

WHEREAS, the City will issue the Bonds in two (2) or more series with the first series being in a principal amount not to exceed Twelve Million Dollars (\$12,000,000).

WHEREAS, as security for the Bonds (i) the City will pledge all of its incremental increase in the City ad valorem tax revenues on the real property derived from the development of the properties identified and set forth in the City TIF Plan including but not limited to the Imperial Palace

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Casino, the Beau Rivage Casino, the Grand Casino of Biloxi Hotel and Parking Garage and the Casino Magic Hotel (collectively, the "Phase I Casino Development") and (ii) the County will pledge its incremental increase in County ad valorem tax revenues on the real property constituting the Phase I Casino Development described in the County TIF Plan in an amount equal to the lesser of (i) \$1,200,000 or (ii) one half (1/2) of the annual debt service payments in the Bonds issued by the City.

**WHEREAS**, the Governing Bodies of each of the City and County have approved this Agreement as to form; and

**WHEREAS**, the City and County desire to enter into this Interlocal Cooperation Agreement, pursuant to Sections 17-13-1, *et seq.*, of the Code for the purpose of (i) assisting in the development of the City's Traffic Flow and Thoroughfare Improvement Plan Project and by providing the financing of various infrastructure improvements in connection thereto and (ii) to satisfy the requirements of Sections 21-45-3 of the Act.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND COUNTY, THE CITY AND COUNTY DO HEREBY AGREE AS FOLLOWS:**

**Section 1. Duration.** This Agreement shall be in force and effect until the City's Tax Increment Financing Bonds are paid in full.

**Section 2. Purpose.** The purpose of this Agreement is to define the responsibilities of each of the City and County with respect to the development of the City's Traffic Flow and Thoroughfare Improvement Project and the financing of the Project in connection thereto.

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**Section 3. Statuary Authority.** The City and County are authorized to jointly exercise and carry out any power, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement by Section 21-45-3 of the Act.

**Section 4. Administration.** This Agreement shall be administered as a joint undertaking of the City and County. A separate entity is not created under this Agreement. The City and County hereby designate the City as having the responsibility for administration of this undertaking and is hereby designated as the primary party is interest in carrying the Project forward including but not limited to the issuance of Bonds or Notes or other debt obligations to provide funds to defray the cost of the Project.

The City and the County shall have access to all records pertaining to the Project and shall be invited to participate in all related activities undertaken relating to the construction and financing of the Project.

**Section 5. Pledge of Taxes.** To provide security and payment for the Bonds or Notes or other debt obligations, the City will pledge all or a sufficient amount of the added incremental increases of ad valorem tax revenue on real property which constitutes the Phase I Casino Development through the documents used in connection with the issuance of Bonds or Notes or other debt obligations, all as provided in Section 21-45-21 of the Act. The County will provide additional security and payment for the Bonds or Notes by pledging, through a Pledge Agreement or other similar document, the added incremental increases of ad valorem tax revenue on real property which constitutes a part of Phase I Casino Development an amount equal to the lesser of (i) \$1,200,000 per year or (ii) one-half (1/2) of the annual debt service payment on the Bonds issued by the City to pay the cost of the improvements described in the City TIF Plan and

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the County TIF Plan. The exact amount of the pledge of each of the City and County shall be determined through further proceedings of the respective Governing Bodies of the City and County.

**Section 6. Issuance of Bonds.** That Bonds of the City shall be issued in the amount necessary to defray the cost of the Project in two (2) or more series but not exceeding the aggregate amount Thirty Five Million Dollars (\$35,000,000) of which the first series shall not exceed Twelve Million Dollars (\$12,000,000).

**Section 7. Termination.** This Agreement may be terminated upon the mutual written agreement of both the City and County.

**Section 8. Change in Scope of Project; Approval of Bond Documents.** It is agreed that the scope of the Project may be changed only with the concurrence of the City and the County and that the County will review the documents prepared in connection with the issuance of the Bonds in advance of issuing any series of Bonds.

**Section 9. Joint Undertaking.** This Agreement is a joint undertaking for and on behalf of the City and County with the City having herein been designated as having the responsibility for the administration of this joint undertaking. There shall be no staffing of this joint undertaking nor any joint board created for the administration of this joint undertaking.

**Section 10. Amendment.** This Agreement may be amended at any time by the mutual consent of both the City and County by an agreement entered into pursuant to the provisions of Section 17-13-1, *et seq.*, of the Mississippi Code of 1972, as amended.

**Section 11.** An executed copy of this Agreement shall be filed with the Chancery Clerk of Harrison County, the Secretary of State and the State Department of Audit.

**Section 12. Effective Date.** This Agreement will be effective upon the approval by the governing bodies of the City and County and the Attorney General of the State of Mississippi.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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WITNESS the signature of the Mayor and Councilmembers of the City of Biloxi, Mississippi,  
on this the 28 day of March, 2001 (of), ~~1999~~

CITY OF BILOXI, MISSISSIPPI

By: [Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

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

WITNESS the signature of the Board of Supervisors of Harrison County, Mississippi, on this  
the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

BOARD OF SUPERVISORS OF  
HARRISON COUNTY, MISSISSIPPI

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

ATTEST:

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

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**APPROVAL OF ATTORNEY GENERAL**

The foregoing Agreement is hereby approved.

DATED this the \_\_\_\_ day of \_\_\_\_\_, 1999.

**MIKE MOORE, ATTORNEY GENERAL**  
**STATE OF MISSISSIPPI**

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

**MINUTE BOOK**  
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The Board further HEREBY AUTHORIZES the President to execute said interlocal agreement.

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

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

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

THIS the 23rd day of April 2001.

\* \* \*

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

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The Board discussed the following:

- a) The County Administrator gave Supervisors the new On-Line Internet address for Harrison County, as follows: co.harrison.ms.us.
- b) Mr. Eleuterius questioned some of the departments over budgeted line items.
- c) Supervisor Rockco presented Amy Godwin and Jeremy Kuhn, from North Woolmarket Middle School, with a certificate for participating in the National Government week.
- d) Supervisor Martin reminded the other members for their list of names (5 per district) for the re-districting for the May 7<sup>th</sup> meeting.
- e) Gil Bailey, Coordinator for E-911, informed the Board they have changed the access route, so no temporary easement will be necessary. M.L. Thompson, Appraiser, has been notified.
- f) The Health Department also needs to be included for input in Coastal Impact Assistance Program.
- g) The County Administrator needs to notify Memorial Hospital Board of Directors, Hospital Administrator, Dr. Travneick and Taylor Guild to attend Board meeting on May 7, 2001, to discuss Old Gulfport Health Department Building.

\* \* \*

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

**ORDER REJECTING SINGLE BID RECEIVED FROM J. O. COLLINS  
CONTRACTOR, INC. IN THE AMOUNT OF \$239,900 FOR  
LANDSCAPE IMPROVEMENTS FROM RODENBERG AVENUE TO  
POINT CADET ALONG U. S. HIGHWAY 90, AS RECOMMENDED  
BY FRANKLIN KYLE OF KYLE ASSOCIATES, AND  
AUTHORIZING READVERTISEMENT OF THE HIGHWAY 90  
ENHANCEMENT PROJECT**

WHEREAS, the Board of Supervisors, at a meeting heretofore held on the 12<sup>th</sup> day of March 2001, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Legal Notice of Advertisement for Bids for landscape improvements from Rodenberg Avenue to Point Cadet along U.S. Highway 90.

2. That as directed in the aforesaid Order, said Notice of 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 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 March 16 and 21, 2001.

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 April 12, 2001, the day fixed for receiving said bids in the Order identified in paragraph one thereof, said Proof of publication being in the following form, words, and figures, to-wit:

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### APRIL 2001 TERM

### PROOF OF PUBLICATION

ADVERTISEMENT FOR BIDS  
 Harrison County, Mississippi  
 The Harrison County Board of  
 Supervisors, Gulfport, Mississip-  
 pi, will receive bids for:  
**HARRISON COUNTY  
 STATE OF MISSISSIPPI  
 LANDSCAPE IMPROVEMENTS  
 FROM RODENBERG AVENUE  
 TO POINT CADET ALONG U.S.  
 HIGHWAY 90**

At HARRISON COUNTY, MISS-  
 ISSIPPI, at the BOARD MEET-  
 ING ROOM, FIRST JUDICIAL  
 COURTHOUSE, GULFPORT,  
 MISSISSIPPI, until 10:30 o'clock  
 A.M., April 12, 2001, and then at  
 said office bids will be publicly  
 opened and read aloud.  
 Bids are invited for the installation  
 of landscape planted areas,  
 planters, and other related im-  
 provements at various locations  
 between Rodenberg Avenue and  
 Point Cadet along the Highway 90  
 right of way. Approximate quan-  
 tities of the several items of work  
 are listed in the Project Specifi-  
 cations.

Contract Documents, including  
 Drawings and Technical Specifi-  
 cations, are on file for review at the  
 offices of the Harrison County De-  
 partment of Sand Beach, 842  
 Commerce Street, Gulfport Miss-  
 issippi, and the office of the Clerk  
 of the Board of Supervisors at the  
 Harrison County Courthouse,  
 1801 23rd Avenue, Gulfport, Mis-  
 sissippi.

Plans and Specifications may be  
 obtained at the office of Sun  
 States Management, Inc., 723  
 Howard Avenue, Biloxi, MS  
 39530, upon payment of a \$75.00  
 deposit. Questions regarding the  
 project should be directed to Kyle  
 Associates, LLC, 300 Manners  
 Plaza Drive, Suite 301, Mandeville,  
 LA 70448, (855) 727-9177. Any  
 unsuccessful bidder, upon return-  
 ing such set promptly and in good  
 condition, will be refunded the  
 payment. Any non-bidder will for-  
 feit the deposit.

A certified check or bank draft  
 payable to the order of Harrison  
 County, Mississippi, negotiable  
 U.S. Government bonds (at par  
 value), or a satisfactory bid bond  
 executed by the Bidder and an  
 acceptable surety, in an amount  
 equal to 5% of the total bid is re-  
 quired for the project entitled:

**HARRISON COUNTY  
 STATE OF MISSISSIPPI  
 LANDSCAPE IMPROVEMENTS  
 FROM RODENBERG AVENUE  
 TO POINT CADET ALONG U.S.  
 HIGHWAY 90**

The owner reserves the right to  
 reject any or all bids or to waive  
 any informality in the bidding.  
 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 review-  
 ing the bids and investigating the  
 qualifications of the Bidders, prior  
 to awarding of the Contract.

By Order of the Board of Super-  
 visors, adopted the 12th day of  
 March, 2001.  
 Advertisement to be run in the of-  
 ficial Journal of Harrison County  
 on March 16, 2001, and March 21,  
 2001.

John McAdams  
 Clerk of the Board of Supervisors  
 Harrison County, Mississippi  
 (SEAL) By: Brandi Sinopoff, O.C.  
 P-17adv16.21 307662

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared SHARON PEARCEY 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 time(s) in the following numbers and on the following dates of such paper, viz:

Vol. <u>117</u> No. <u>167</u> dated <u>16th</u> day of <u>March</u> , 2001
Vol. <u>117</u> No. <u>172</u> dated <u>21st</u> day of <u>March</u> , 2001
Vol. <u>    </u> No. <u>    </u> dated <u>    </u> day of <u>    </u> , 2001
Vol. <u>    </u> No. <u>    </u> dated <u>    </u> day of <u>    </u> , 2001
Vol. <u>    </u> No. <u>    </u> dated <u>    </u> day of <u>    </u> , 2001
Vol. <u>    </u> No. <u>    </u> dated <u>    </u> day of <u>    </u> , 2001
Vol. <u>    </u> No. <u>    </u> dated <u>    </u> day of <u>    </u> , 2001
Vol. <u>    </u> No. <u>    </u> dated <u>    </u> day of <u>    </u> , 2001

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.

*Sharon Pearcey*  
 Clerk

Sworn to and subscribed before me this 21st day  
 of March, A. D., 2001.

My Commission Expires: *Karen Shook*  
 Notary Public

My Commission Expires October 15, 2003

Printer's Fee	<u>\$91.08</u>
Finishing proof of publication	<u>\$ 6.00</u>
Total	<u>\$97.08</u>

4. That on April 2, 2001 an Order was entered designating the Purchase Clerk, the Chancery Clerk, and any department head to receive bids on April 12, 2001.

5. That only one bid was received at the time and place and in the manner provided in said Notice of Advertisement for Bids which was from J. O. Collins Contractor, Inc. in the amount of \$239,900, which bid was over the project budget amount.

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6. The Board does HEREBY FIND, upon the recommendation of Franklin Kyle of Kyle Associates, that the single bid received should be rejected because it was over the project budget amount, and that the project should be readvertised. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the single bid received from J. O. Collins Contractor, Inc. for landscape improvements from Rodenberg Avenue to Point Cadet along U.S. Highway 90 be, and the same is HEREBY REJECTED. It is further,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the clerk of the Board be, and he is HEREBY AUTHORIZED AND DIRECTED to cause publication to be made of Notice of Advertisement for Bids for landscape improvements from Rodenberg Avenue to Point Cadet along U.S. Highway 90.

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

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

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

THIS the 23<sup>rd</sup> day of April.

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Supervisor **BOBBY ELEUTERIUS** moved, and Supervisor **CONNIE M.**

**ROCKCO** seconded the following:

ENTER Closed Session to discuss whether or not to enter Executive Session to discuss possible litigation on the following:

- a) *Saucier vs Harrison County.*
- b) *Mosely vs Harrison County.*
- c) *Carter vs Harrison County.*
- d) *Blackwell vs Harrison County.*
- e) *Clay vs Harrison County.*

There was a unanimous vote by the Board to enter Closed Session.

ALL ORDERED AND DONE, this the 23<sup>rd</sup> day of April 2001.

\* \* \*

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

ENTER Executive Session.

There was a unanimous vote by the Board to enter Executive Session.

ALL ORDERED AND DONE, this the 23<sup>rd</sup> day of April 2001.

\* \* \*

Supervisor **WILLIAM W. MARTIN** moved, and Supervisor **CONNIE M.**

**ROCKCO** seconded adoption of the following:

RECONVENE from Executive Session.

There was a unanimous vote by the Board to Reconvene from Executive Session.

The Board Attorney reported the Board received a status report on the above listed items. No action was taken.

ALL ORDERED AND DONE, this the 23<sup>rd</sup> day of April 2001.

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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 one street light at 13212 W. Echo Drive, located in Supervisor's Voting District 2.

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

**ORDER AUTHORIZING AND DIRECTING INSTALLATION  
OF ONE STREET LIGHT AT 13212 W. ECHO DRIVE,  
LOCATED IN SUPERVISOR'S VOTING DISTRICT 2**

WHEREAS, the Board of Supervisors of Harrison County, Mississippi hereby finds that the Board shall authorize and direct installation of one street light at 13212 W. Echo Drive located in Supervisor's Voting District 2.

IT IS THEREFORE ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE installation of one street light, as aforesaid, in Supervisor's Voting District 2.

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

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

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

THIS the 23rd day of April 2001.

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Supervisor Connie Rockco moved the adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD  
OF SUPERVISORS AUTHORIZING THE BOARD  
TO EXECUTE A "NO WAIVER AGREEMENT" WITH  
COREGIS INSURANCE COMPANY, AND FOR RELATED  
PURPOSES.

WHEREAS, Associated Adjusters, the company which investigates all claims for damages against Harrison County, has advised the Board Attorney that Coregis Insurance Company has requested the Board to sign a "No Waiver Agreement" so it can investigate an accident involving a volunteer of the Harrison County Fire Department; and

WHEREAS, the purpose of the "No Waiver Agreement" is to allow this investigation without Coregis Insurance Company agreeing that it will also pay for any damages claimed by the injured party.

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, through its duly authorized President, is hereby authorized to execute a "No Waiver Agreement" with Coregis Insurance Company to investigate an accident involving a volunteer in the Harrison County Fire Department.

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SECTION II. That the Board Attorney shall forward a certified copy of this Order to Associated Adjusters.

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>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 23rd day of April, 2001.

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ORDERED that the Board ADJOURN IN THE FIRST JUDICIAL DISTRICT until  
Term in Course.

THIS, the 23<sup>rd</sup> day of April 2001.

  
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PRESIDENT

