

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

BE IT REMEMBERED, that a regular meeting of the Board of Supervisors of Harrison County, Mississippi was begun and held in the meeting room of the Board of Supervisors of Harrison County, located in the Second Judicial District Courthouse at Biloxi, Mississippi, on the SECOND MONDAY OF OCTOBER 2002, being **October 7, 2002**, the same being the time fixed by law and the place fixed by the Order of the Board of Supervisors of Harrison County at a former meeting thereof for holding said meeting of said Board.

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

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

\* \* \*

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

**ORDER LIFTING THE STATE OF EMERGENCIES DECLARED SEPTEMBER 24,  
2002 FOR TROPICAL STORM ISIDORE AND OCTOBER 1, 2002 FOR  
HURRICANE LILI**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY LIFT the state of emergencies declared September 24, 2002 for Tropical Storm Isidore and October 1, 2002 for Hurricane Lili.

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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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The Board of Supervisors of Harrison County, Mississippi, took up for consideration the matter of the proposed lease of the inpatient and outpatient rehabilitation service lines and related assets of Memorial Hospital at Gulfport. After a discussion of the subject, Supervisor Larry Benefield offered and moved the adoption of the following resolution:

RESOLUTION ACCEPTING FEASIBILITY REPORT OF HORNE CPA GROUP OBTAINED PURSUANT TO SECTION 41-13-15 (8) OF MISSISSIPPI CODE, AND RECOMMENDATION OF THE BOARD OF TRUSTEES OF MEMORIAL HOSPITAL AT GULFPORT THAT THE BOARD OF SUPERVISORS OF HARRISON COUNTY AND THE CITY OF GULFPORT CONSIDER THE LEASE OF THE INPATIENT AND OUTPATIENT REHABILITATION SERVICE LINES AND RELATED ASSETS OF MEMORIAL HOSPITAL AT GULFPORT; DECLARING INTENTION OF THE BOARD OF SUPERVISORS TO LEASE SUCH REHABILITATION SERVICE LINES AND RELATED ASSETS; DETERMINING REASONS WHY SUCH LEASE IS IN THE BEST INTEREST OF THE CITIZENS OF THE GULFPORT-WEST HARRISON COUNTY HOSPITAL DISTRICT AND THE CITY OF GULFPORT AND THE BEST INTERESTS OF THE PERSONS LIVING IN THE AREA SERVED BY MEMORIAL HOSPITAL AT GULFPORT; ESTABLISHING THE REQUIREMENTS FOR PROPOSALS FOR THE LEASE, THE MINIMUM REQUIRED TERMS OF ALL RESPONDENTS AND THE EVALUATION PROCESS; APPROVING ISSUANCE OF REQUEST FOR PROPOSALS AND DIRECTING PUBLICATION OF RESOLUTION

WHEREAS, the Board of Supervisors of Harrison County, Mississippi (the "Board of Supervisors" of the "County"), acting for and on behalf of the Gulfport-West Harrison County Hospital District (the "District"), hereby finds, determines adjudicates and declares as follows:

1. On July 8, 2002, the Board of Supervisors authorized the engagement, at the cost of the Board of Trustees (the "Board of Trustees") of Memorial Hospital at Gulfport and on behalf of the County, of Horne CPA Group, a certified public accounting firm, to review the current operating condition of the inpatient and outpatient rehabilitation service lines of the Hospital (the "Rehabilitation Services") in compliance with Section 41-13-15 (8) of the Mississippi Code of 1972 (the "Act") and to submit to the County, the City of Gulfport (the "City") and the Board of Trustees a feasibility study and report containing the findings of its review and analysis of whether a sale or lease of the Rehabilitation Services of the Hospital to a non-profit corporation should occur.

2. The Board of Trustees has received, reviewed and accepted the feasibility study and report of Horne CPA Group conducted pursuant to Section 41-13-15 (8) of the Act and directed that such study and report be submitted to the Board of Supervisors of Harrison County, the District and the City of Gulfport.

3. On this date, the Board of Supervisors has received and reviewed the feasibility study of Horne CPA Group and the recommendation of the Board of Trustees that it is in the public interest and the interests of the citizens of the Gulfport-West Harrison County Hospital

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District and the City of Gulfport and the best interests of the persons living in the area served by Memorial Hospital at Gulfport that the Rehabilitation Services should be leased, without an option to purchase, as authorized by 41-13-15 (7) (a) of the Act, provided, however, that such lease should be to a nonprofit corporation for the reasons and under the limitations as stated in the feasibility study of Horne CPA Group.

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

SECTION 1. The Board of Supervisors hereby accepts the report of Horne CPA Group and the recommendation of the Board of Trustees and pursuant to Section 41-13-15 (9) of the Act, the Board of Supervisors does hereby find, determine, adjudicate and declare that it is in the public interest and the interests of the citizens of the Gulfport-West Harrison County Hospital District and the City of Gulfport and the best interests of the persons living in the area served by Memorial Hospital at Gulfport that the Rehabilitation Services should be leased, without an option to purchase, as authorized by 41-13- 15 (7)(a) of the Act, provided, however, that such lease should be to a nonprofit corporation for the reasons and under the limitations as stated in the feasibility study of Horne CPA Group, which include (i) the decrease in the amount of Medicare reimbursement to be derived from the Rehabilitation Services, (ii) anticipated future capital costs which would need to be incurred in order to continue to operate the Rehabilitation Services, (iii) the fact that the operation of the Rehabilitation Services is not a core medical service of the Hospital, and (iv) the desire to identify another nonprofit healthcare provider whose core mission would be to operate the Rehabilitation Services in alliance with the Hospital.

SECTION 2. The Board of Supervisors hereby authorizes and approves the Request for Proposals in the form attached to these minutes as Exhibit A and incorporated herein by reference and determines that the minimum required terms of all respondents, other requirements for proposals for the lease and the evaluation process that will be used for the review by the Board of Supervisors of proposals shall be as stated in the Request for Proposals.

SECTION 3. The Clerk of the Board of Supervisors is hereby directed and authorized to publish a copy of this resolution in The Sun Herald along with a notice of the Request for Proposals.

SECTION 4. Sealed proposals for the lease of the Rehabilitation Services must be received on or before November 11, 2002, by hand delivery, or otherwise physically delivered by public or private carriers or delivery service, including but not limited to U.S. Postal Service Certified Mail with return receipt requested, United Parcel Service, Federal Express, or by any other delivery method wherein receipt of said proposals must be acknowledged, in writing, by the addressee at the time of receipt of said proposals, to James S. Kaigler, President and Chief Executive Officer, Memorial Hospital at Gulfport, 4300 Thirteenth Street, Gulfport, MS 39501.

The Board of Supervisors further determines that all responses to the request for proposals should be submitted to the Board of Trustees for review and approval or rejection and that the Board of Trustees should submit a recommendation to the Board of Supervisors on or before December 3, 2002.



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The Board of Supervisors expressly reserves the right to confer with and request additional information from any entity responding to this Resolution. In addition, the Board of Supervisors expressly reserves the right to reject, for any reason, any and all proposals submitted in response to this Resolution.

Supervisor Connie M. Rockco seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Bobby Eleuterius      voted: AYE

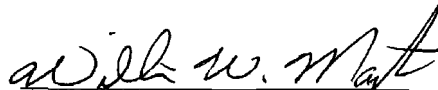
Supervisor Larry Benefield      voted: AYE

Supervisor Marlin R. Ladner      voted: AYE

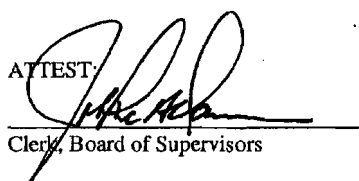
Supervisor William W. Martin      voted: AYE

Supervisor Connie M. Rockco      voted: AYE

The motion having received the affirmative vote of the members present, the President of the Board declared the motion carried and the resolution adopted, on this the 7th day of October, 2002.

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

ATTEST:

  
\_\_\_\_\_  
Clerk, Board of Supervisors

(SEAL)

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**NOTICE OF REQUEST FOR PROPOSAL**

The Harrison County Board of Supervisors, acting for and on behalf of the Gulfport-West Harrison County Hospital District, and the City Council of the City of Gulfport by resolutions dated \_\_\_\_\_ have approved the issuance of a Request for Proposals for lease of the inpatient and outpatient rehabilitation service lines and related assets of Memorial Hospital at Gulfport (the "Rehabilitation Services") under the terms and conditions of the Request for Proposals. The resolutions authorizing the issuance of the Request for Proposals are attached to this notice.

Copies of the Request for Proposals are available for public inspection at the Office of the City Clerk, Gulfport City Hall, 2309 15th Street, Gulfport, Mississippi, and at the Office of the clerk of the Board of Supervisors of Harrison County, First Judicial District Courthouse, 1801 23rd Avenue, Gulfport, Mississippi.

Each Respondent is required to certify that it meets the minimum qualifications as stated in the Request for Proposals in order to submit a proposal in response to the Request for Proposals, which include the following: (i) the Respondent is a Mississippi not for profit corporation in good standing with the Mississippi Secretary of State; (ii) the Respondent will operate the Rehabilitation Services on a nonprofit tax-exempt basis; (iii) the Respondent possesses experience with the operation of Mississippi rehabilitation facilities or programs; (iv) the Respondent will provide proof of adequate financial resources to lease and operate the Rehabilitation Services; and (v) the Respondent will agree to be bound by all of the terms of the Request for Proposals

To be considered, any Proposal must be received on or before 5:00 p.m. CDT on November 11, 2002, by hand delivery, or otherwise physically delivered by public or private carriers or delivery service, including but not limited to U.S. Postal Service Certified Mail, return receipt requested, United Parcel Service, Federal Express, or by any other delivery method wherein receipt of said proposals is provided, to:

James S. Kaigler  
President and Chief Executive Officer  
Memorial Hospital at Gulfport  
4300 Thirteenth Street  
Gulfport, MS 39501  
Phone: (228)-865-3404  
Fax: (228)-865-3121  
Email: [jkaigler@mhg.com](mailto:jkaigler@mhg.com)

All questions regarding the RFP must be submitted in writing to Mr. Kaigler at the above address.

The City and the County have directed the Board of Trustees to review all proposals received and submit a recommendation to the City and the County on or before December 3, 2002. If deemed necessary by the Board of Trustees, Respondents may be asked to make a presentation to the Board of Trustees in Gulfport, Mississippi. Following receipt of the above-

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referenced recommendation, the City and the County shall review the recommendation, and individual proposals, if necessary, and announce their decision as to with which Respondent, if any, the City and County will enter into contract negotiations.

This \_\_\_\_ day of \_\_\_\_\_, 2002.

CITY COUNCIL OF THE CITY  
OF GULFPORT, MISSISSIPPI

HARRISON COUNTY BOARD OF  
SUPERVISORS, ACTING FOR AND ON  
BEHALF OF THE GULFPORT-WEST  
HARRISON COUNTY HOSPITAL  
DISTRICT

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
County Clerk

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The following Resolution of the Harrison County Development Commission came before the Board for consideration:

**RESOLUTION**

There next came on for discussion the execution of a Quitclaim Deed from Harrison County, acting by and through the HARRISON COUNTY DEVELOPMENT COMMISSION and the HARRISON COUNTY BOARD OF SUPERVISORS, jointly acting for Harrison County, Mississippi, to TRINITY INDUSTRIES REAL PROPERTIES, INC. conveying certain real property located in the Bernard Bayou Industrial District, and after a general discussion of the subject, Commission Member Eaton Lang offered the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING THE PRESIDENT AND SECRETARY TO EXECUTE A QUITCLAIM DEED TO TRINITY INDUSTRIES REAL PROPERTIES, INC. CORRECTING A DEFECTIVE ACKNOWLEDGMENT AND A SPECIAL WARRANTY DEED PREVIOUSLY GRANTED BY HARRISON COUNTY BY AND THROUGH THE HARRISON COUNTY DEVELOPMENT COMMISSION AND THE HARRISON COUNTY BOARD OF SUPERVISORS AND REQUESTING THE HARRISON COUNTY BOARD OF SUPERVISORS TO CONCUR HEREIN AND JOIN IN THE EXECUTION OF SAID QUITCLAIM DEED.

BE IT RESOLVED by the Harrison County Development Commission that:

WHEREAS, on or about February 5, 1996, Harrison County, by and through this Commission and the Harrison County Board of Supervisors conveyed certain real property located in the Bernard Industrial District to Trinity Industries Real Properties, Inc.; said real property was conveyed pursuant to resolution of this commission and order of the Board of Supervisors and in exchange for good and valuable considerations;

WHEREAS, said real property is more particularly described as follows in the Quitclaim Deed attached hereto as Exhibit "A";

WHEREAS, the original Deed (which is recorded in Deed Book 1346 at page 84, in the office of the Chancery Clerk of Harrison County, Mississippi) contains an acknowledgment which predates the actual of conveyance; and

WHEREAS, Trinity Industries Real Properties, Inc. and its successors in interest have requested that Harrison County execute a Quitclaim Deed in order to cure the defective acknowledgment referenced above; and

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WHEREAS, the Harrison County Development Commission does hereby find and does so adjudicate that it would be in the public interest to execute a Quitclaim Deed in substantial conformity to that contained in Exhibit "A" attached hereto; and

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

RESOLVED, that the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute a Quitclaim Deed in substantial conformity to the Deed attached hereto as Exhibit "A". It is further,

RESOLVED, that the Harrison County Board of Supervisors are requested to concur herein and join in the execution of said Quitclaim Deed. COMMISSION MEMBER Philip Terrell seconded the motion, and on a roll call vote, the result was as follows:

On a roll call vote, the result was as follows:

Commissioner Bert Allen	Voted: <u>ABSENT</u>
Commissioner Richard Bennett, Jr.	Voted: <u>ABSENT</u>
Commissioner Frank Castiglia, Jr.	Voted: <u>AYE</u>
Commissioner Paige Gutierrez	Voted: <u>AYE</u>
Commissioner Franklin Kyle, Jr.	Voted: <u>AYE</u>
Commissioner Eaton Lang	Voted: <u>AYE</u>
Commissioner William H. Lyons	Voted: <u>ABSENT</u>
Commissioner Don Mason	Voted: <u>ABSENT</u>
Commissioner Bruce Nourse, President	Voted: <u>AYE</u>
Commissioner Philip Terrell	Voted: <u>AYE</u>
Commissioner Jimmy Walker,	Voted: <u>AYE</u>
Commissioner Elmer Williams	Voted: <u>ABSENT</u>

A majority of the Members present and voting in the affirmative, the President declared the motion carried and the resolution adopted on the 30<sup>th</sup> day of September, 2002.

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**Index As:** Southwest 1/4 of the Southeast 1/4  
of Section 14, Township 7 South, Range 11  
West, and the Northwest 1/4 of the Northeast  
1/4 of Section 23, Township 7 South, Range  
11 West, Harrison County, Mississippi.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, HARRISON COUNTY, by and through the HARRISON COUNTY DEVELOPMENT COMMISSION, Post Office Box 1870, Gulfport, Mississippi 39502, (228) 863-3807, and the HARRISON COUNTY BOARD OF SUPERVISORS, Harrison County Courthouse, Gulfport, Mississippi 39502 (228) 865-4001, as Grantor, does hereby convey and quitclaim unto TRINITY INDUSTRIES REAL PROPERTIES, INC., a Delaware Corporation, 13085 Seaway Road, Gulfport, Mississippi 39503, (228) 896-0029, as Grantee, all of its right, title and interest in and to the following described property located and situated in Harrison County, State of Mississippi, to-wit:

A parcel of land located in the southeast quarter of Section 14 and the northeast quarter of Section 23, Township 7 South, Range 11 West, in the Bernard Bayou Industrial District, City of Gulfport, Harrison County, Mississippi, and more particularly described as follows:

Commence at the northwest corner of Lot 5 as per the official plat of Subdivision Number 2 of Bernard Bayou Industrial District as recorded in Plat Book 25, Page 26, City of Gulfport, Harrison County, Mississippi; thence N 89°25' E along the south margin of Seaway Road 522.00 feet to a point; thence S 00°11' W 1398.27 feet to the POINT OF BEGINNING; thence continue S 00°11' W 902.12 feet to a point on the shoreline of the Bernard Bayou Industrial Seaway; thence S 58°06' W along said shoreline 353.30 feet; thence N 00°11' E 1089.81 feet; thence S 89°49' E 299.32 feet to the POINT OF BEGINNING.

Said parcel contains 6.84 acres, more or less.

The purpose of this deed is to correct a defective acknowledgment in the original deed conveying the real property described above from Grantor to Grantee; said original deed being recorded in deed book 1346 at page 84-87, in the records of deeds and conveyances contained in the

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office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District.

WITNESS MY SIGNATURE, on this \_\_\_\_\_ day of October, 2002.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY: \_\_\_\_\_  
PRESIDENT

ATTEST:

SECRETARY \_\_\_\_\_

HARRISON COUNTY BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
PRESIDENT

ATTEST:

CLERK \_\_\_\_\_

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002, the undersigned authority in and for the County and State aforesaid, the within named Bruce Nourse, President, and Richard Bennett, Secretary, of the Harrison County Development Commission, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission, they having full authority to do so.

WITNESS my hand and official seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

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



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STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002, the undersigned authority in and for the County and State aforesaid, the within named William Martin, President, and John McAdams, Clerk, of The Harrison County Board of Supervisors, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Board of Supervisors, they having full authority to do so.

WITNESS my hand and official seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

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

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

I:\NWPA\1715\001\Trinity Deed.frm

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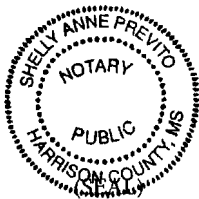
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STATE OF MISSISSIPPI  
COUNTY OF HARRISON

**CERTIFICATE**

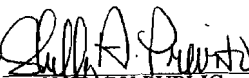
I, Merry Mayo, Staff Secretary of the Harrison County Development Commission, hereby certify that the attached Resolution dated September 30, 2002, is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the 2nd day of October, 2002.



Notary Public State of Mississippi At Large  
My Commission Expires: April 4, 2006  
Bonded Thru Dixie Notary Service, Inc.

  
Merry Mayo, Staff Secretary  
Harrison County Development Commission

BY   
NOTARY PUBLIC

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office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District.

WITNESS MY SIGNATURE, on this \_\_\_\_\_ day of October, 2002.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY: \_\_\_\_\_  
PRESIDENT

ATTEST:

SECRETARY \_\_\_\_\_

HARRISON COUNTY BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
PRESIDENT

ATTEST:

CLERK \_\_\_\_\_

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002, the undersigned authority in and for the County and State aforesaid, the within named Bruce Nourse, President, and Richard Bennett, Secretary, of the Harrison County Development Commission, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission, they having full authority to do so.

WITNESS my hand and official seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

My Commission Expires:

\_\_\_\_\_

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002, the undersigned authority in and for the County and State aforesaid, the within named William Martin, President, and John McAdams, Clerk, of The Harrison County Board of Supervisors, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Board of Supervisors, they having full authority to do so.

WITNESS my hand and official seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

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

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

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**ORDER**

There next came on for consideration the request of the HARRISON COUNTY DEVELOPMENT COMMISSION to concur in a Resolution to execute a Quitclaim Deed conveying certain real property located in the Bernard Bayou Industrial District, and after a full discussion of the subject, Supervisor Larry Benefield offered the adoption of the following Order, to-wit:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS CONCURRING IN A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED CORRECTING A DEFECTIVE ACKNOWLEDGMENT IN A SPECIAL WARRANTY DEED PREVIOUSLY GRANTED BY HARRISON COUNTY BY AND THROUGH THE HARRISON COUNTY DEVELOPMENT COMMISSION AND THE HARRISON COUNTY BOARD OF SUPERVISORS AND FINDING THAT THE PRESIDENT AND CLERK BE AND THE SAME ARE AUTHORIZED TO EXECUTE SAID QUITCLAIM DEED AND TO CONCUR AND JOIN IN SAID GRANT.

ORDERED, that receipt of a Resolution by the Harrison County Development Commission authorizing the President and Secretary of the Commission to execute a Quitclaim Deed Harrison County, Mississippi, by and through the Harrison County Development Commission and the Harrison County Board of Supervisors, to Trinity Industries Real Properties, Inc. for the purpose of correcting a defective acknowledgment in a Special Warranty Deed previously executed by Harrison County; finding that it would be in the public interest to do so; and requesting the Harrison County Board of Supervisors to concur therein and to join in the execution and grant of said Quitclaim Deed, is hereby acknowledged.

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

ORDERED, that the President and Clerk of the Harrison County Board of Supervisors are hereby authorized and directed to execute said Quitclaim Deed in substantial conformity to Exhibit "A" attached to the resolution of the Harrison County Development Commission and to concur and join in said grant.

SUPERVISOR MARLIN R. LADNER seconded the motion, and on a roll call vote, the result was as follows:

Supervisor Bobby Eleuterius	Voted: <u>AYE</u>
Supervisor Larry Benefield	Voted: <u>AYE</u>
Supervisor Marlin Ladner	Voted: <u>AYE</u>
Supervisor William Martin	Voted: <u>AYE</u>
Supervisor Connie Rockco	Voted: <u>AYE</u>

A majority of the Supervisors present and voting in the affirmative, the President declared the motion carried and the order adopted on the 7th day of October, 2002.

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The Board Attorney reported that proper notice was not given to the surrounding neighbors for a formal hearing. Mr. Thomas Wright Teel appeared on behalf of Mr. Magee to provide information concerning the petition for easement on 6th Street, Gulfport, as filed by Michael Magee with the Board on July 29, 2002.

After full discussion, Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER REQUESTING THE COUNTY ENGINEER TO WRITE A LETTER TO  
PROPERTY OWNER REQUESTING SAME TO REMOVE A FENCE FROM COUNTY  
RIGHT-OF-WAY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REQUEST the County Engineer to write a letter to property owner requesting same to remove a fence from County right-of-way.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor <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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER DESIGNATING SUPERVISORS LADNER AND ROCKCO TO INSPECT  
COUNTY RIGHT-OF-WAY ON 6TH STREET (WEST REEVES DRIVE) AND TO  
REPORT THEIR FINDINGS AT A LATER DATE FOR VACATING SAID COUNTY  
RIGHT-OF-WAY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DESIGNATE Supervisors Ladner and Rockco to inspect County right-of-way on 6th Street (West Reeves Drive) and to report their findings at a later date for vacating said County right-of-way.

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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

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

**ORDER ACKNOWLEDGING RECEIPT OF DOCUMENTS PRESENTED BY MR.  
MAGEE CONCERNING PETITION FOR INGRESS AND EGRESS ON SIXTH STREET**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the following documents presented by Mr. Magee concerning petition for ingress and egress on Sixth Street:

**Petition to the Board of Supervisors**

**In the Matter of Michael Magee  
and Ingress and Egress along  
the Platted Roadway Sixth Street**

Documents

1. The Petition of Michael Magee, June 26, 2002
2. Letter, Attorney Joseph Meadow to Supervisor William Martin
3. Pauline Martin and Frank Martin vs. Zelma Johnson Hill and Leneal Hill,  
Chancery Court, First Judicial District, Cause No. 97-00372
  - a. Judge Randall's Memorandum Opinion and Judgment
  - b. Order
4. Surveys
  - a. the Knesal survey done for the Hills
  - b. the Stenum survey done for the Martins

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PETITION OF THE BOARD OF SUPERVISORS  
HARRISON COUNTY, MISSISSIPPI

In the Matter of Michael Magee	)
and Ingress and Egress along the	)
Platted Roadway Sixth Street	)
	)
Michael Magee,	)
<i>Petitioner</i>	)
Lineal and Zelma Johnson Hill,	)
<i>Respondents</i>	)

**Petition**

Comes now Michael Magee and petitions the Harrison County Board of Supervisors for relief and would show as follows:

**JURISDICTION**

1. This is a petition seeking condemnation of a right-of-way for a private road pursuant to Section 110, Mississippi Constitution, and Mississippi Code Annotated § 65-7-201 (1972).

**PARTIES**

2. The petitioner in this action is Michael Magee, 10373 Hutter Road, Gulfport, MS 39503. He has owned his property since 1983.

3. This petition seeks the clearing of a platted roadway and, technically, might not have a true respondent; however, Zelma Johnson Hill and Leneal Hill, 10439 Hutter Road, Gulfport, MS 39503, have an interest in this action as they have part of their home or fixtures physically located on this platted street.

**PROPERTY**

The subject property is already a right-of-way, and is more fully described as follows:

A parcel of land situated and being located in Lot 3 and the South half(s ½) of Lot 4, Block 30, DANIEL'S ACREAGE ADDITION in Section 13, Township 7 South, Range 12 West, according to Plat Book 8, Page 7, First Judicial District of Harrison County,

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Mississippi, in the land records in the office of the Chancery Clerk of said district, county and state.

4. The subject property and the requested easement is highlighted and colored in the attached and incorporated Exhibit "A".

**FACTS**

5. Petitioner Michael Magee does not have a actual, usable right-of-way for ingress and egress to his property. Although Sixth Street is platted and technically available for his ingress and egress, it is physically unavailable for traffic and there are no other public roads adjacent to or intersect the above-described land. The closest and most reasonable public road for such access is Sixth Street (a dedicated street that is not open) to Hutter Road, with Sixth Street lying to the north of subject property and running east to Hutter Road and west to Fourth Avenue, which is also not open.

6. Petitioner would show that he previously had access to Hutter Road via an old right of way; however, this was previously litigated between his two neighbors North of Sixth Street in the attached Exhibit B, which is a copy of the Order in Chancery Court Cause No. 97-00372, filed in the First Judicial District of Harrison County, Mississippi, styled *Pauline Martin and Frank V. Martin vs. Zelma Johnson Hill and Leneal Hill*. Petitioner notes the following:

- a. Petitioner Magee was not a party to that action.
- b. No easement rights were granted or recognized.
- c. Testimony in that action revealed that a part of the Hill buildings/fixtures was sitting on Sixth Street blocking same.

7. Petitioner Magee was notified by the Martin's not to use the old easement and he has been previously charged with trespass.

8. Petitioner Magee asserts the following:

- a. that Harrison County has either not cleared or has failed to maintain the platted road called Sixth Street; and,

- b. Respondents Hills have built over Sixth Street and have installed a septic tank on Sixth Street which leaves no usable access on the street for Petitioner and other citizens to utilize; and,

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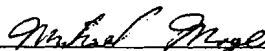
c. Since the Martins have effectively terminated the use of the unplatted gravel road across their property, Petitioner Magee has no viable ingress and egress to his property.

**Request**

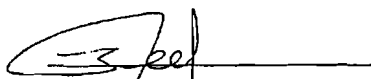
9. Petitioner Michael Magee requests that Harrison County fulfill its obligation to maintain Sixth Street, to insure that public access is not prevented by any obstruction, and to take whatever legal action is necessary to provide clear access to Hutter Road.

**WHEREFORE PREMISES CONSIDERED**, Petitioner respectfully requests that Board of Supervisors of Harrison County, Mississippi, set a date to determine the reasonableness of the application and request of this petition, and to notify the Respondents, at least five (5) days prior thereto, and to then and there grant Petitioner's request to establish, clear, and maintain Sixth Street as a roadway, to enforce his rights to use the roadway and, in the process, provide him ingress and egress immediately.

RESPECTFULLY submitted this the 26 day of June, 2002.



Michael Magee



Thomas Wright Teel, Attorney for Petitioner

MS Bar No. 8014

PERRY, MURR & TEEL

P. O. Box 359

Gulfport, MS 39502-0359

228-863-0092

[twteel@bellsouth.net](mailto:twteel@bellsouth.net)

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**MEADOWS RILEY  
LAW FIRM**

1720 23RD AVENUE : P.O. DRAWER 550 : GULFPORT, MISSISSIPPI 39502  
TELEPHONE: (228) 864-4511 : TELECOPIER: (228) 868-2178

JOSEPH R. MEADOWS  
jmeadows@datasync.com  
DONNIE D. RILEY  
driley@datasync.com

April 2, 2002

JERRY D. RILEY  
jriley@datasync.com  
KAREN J. YOUNG  
kyoung@datasync.com

Supervisor William Martin  
Courthouse  
Gulfport, Ms 39501

RE: Access/Michael Magee

Dear Supervisor Martin:

At your direction, I have done some research and discussed the problem with the attorney who was involved in prior litigation in this area over the location of a roadway.

It is my understanding that the "dirt road", which was the subject of the litigation, (not involving Mr. Magee) was heard by Chancellor Randall. He found that while there was "some use of the road 35 or 40 years ago" the use had long since ceased.

Mr. Gillespie is going to review the matter and talk to his client to determine what accommodation, if any, can be had in this matter.

Obviously, Mr. Magee has a right to file a Petition with the Harrison County Board of Supervisors to establish access to his property, if indeed it is landlocked.

It would also appear that there is a platted street in this area, which has not been opened.

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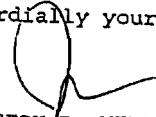
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Supervisor William Martin  
April 2, 2002  
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This may give some access to Mr. Magee.

In any event, we are investigating this matter and I am forwarding a copy of this letter to Mr. Magee to let him know that we are and will report to you as soon as possible.

Cordially yours,



JOSEPH R. MEADOWS

JRM/ljg

cc: Mr. Michael Magee  
Board Members  
John McAdams, Clerk  
Pam Ulrich, Administrator  
Bobby Knesal

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BK0939PG0623

IN THE CHANCERY COURT OF HARRISON COUNTY  
 FIRST JUDICIAL DISTRICT

PAULINE MARTIN AND  
 FRANK V. MARTIN

PLAINTIFFS

VERSUS

**FILED**  
 JUN 3 1999

CAUSE No. 97-00372

ZELMA JOHNSON HILL  
 AND LENEAL HILL

JOHN MCADAMS, CHANCERY CLERK  
*John McAdams*

DEFENDANTS

**MEMORANDUM OPINION AND JUDGMENT**

THIS CAUSE came on for trial before the Court April 19, 1999, upon the Complaint filed by and on behalf of Pauline Martin and Frank V. Martin to quiet title, remove trespass, damages and attorney's fee; and upon the Answer and Counterclaim asserted by Zelma Johnson Hill and Leneal Hill, which denial relied on their affirmative defense of adverse possession. Having heard testimony and reviewed all evidence adduced at trial, the Court finds orders and adjudges as follows:

**BACKGROUND**

On the 14th day of February, 1997, Pauline Martin and husband, Frank V. Martin, filed a Complaint against Zelma Johnson Hill, and her husband Leneal Hill, in which they asserted the Martins were the owners of certain real property located in the First Judicial District of Harrison County, Mississippi. The legal description asserted by the Martins is:

The South forty (40) feet of Lots 1 and 2 and all of Lots 9 and 10,  
 Block 21, Daniels Acreage Addition in Section 13, Township 7  
 South, Range 12 West, Harrison County, Mississippi.

The Complaint further alleged the defendants were trespassing upon their property and they had been damaged thereby. The Martins asked the Court to abate the trespass, reimburse them for damages and also for the costs of bringing this action.

The Hills answered the Complaint on both March 20, 1997, and April 4, 1997, denying all allegations and asserting the defense of adverse possession. They also counterclaimed to have the title quieted in their name as they described the property:



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A parcel of land situated in Block 30, Acreage Addition to the City of Gulfport Subdivision, located in Section 13, Township 7 South, Range 12 West, City of Gulfport, Harrison County, Mississippi, being more particularly described as follows to-wit:

Commence at the Northeast corner of said Section 13, thence run on a bearing of West for a distance of 1950.00 feet to a point; thence run on a bearing of South a distance of 1910.00 feet to a point on the West margin of Hutter Road and the Point of Beginning; thence continue on a bearing of South above said West margin for a distance of 141.63 feet to a point; thence run on a bearing of West for a distance of 143.64 feet to a point; thence run North 141.40 feet to a point; thence run East a distance of 143.44 feet to the Point of Beginning.

In May 1997, Pauline Martin and Frank V. Martin filed answers to the defenses and to the Defendants' counterclaim. Although the pleadings are not in exactly the form the Court would prefer, it is clear this is a suit by the Plaintiffs, on the one hand, to confirm title to their property in Block 21, Daniels Acreage Addition and to eject the alleged trespassers; and on the other hand, a suit by the Defendants claiming adverse possession to that portion of the property on which they have built their house, as will be developed in more detail later. The Hills do seem to own property in Block 30 of Daniels Acreage Addition, but their house seems to actually be built either on the Martin's property or on Sixth Street. Sixth Street is platted to run between Block 21 and Block 30 in Daniels Acreage Addition, however the street has never been vacated nor improved. Even the Hills' own surveyor testified that the deeds to the Hills' property described property which lay south of their house and more relevant, south of what they seem to now be claiming under color of title.

**LAW, BURDEN AND STANDARD OF PROOF**

MISS. CODE ANN. § 15-1-13 (1972) provides:

Ten years' actual adverse possession by any person claiming to be the owner for that time of any land, uninterruptedly continued for ten years by occupancy, descent, conveyance, or otherwise, in whatever way such occupancy may have commenced or continued, shall vest in every actual occupant or possessor of such land a full and complete title, saving to persons under the disability of minority or unsoundness of mind the right to sue within ten years after the

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removal of such disability, as provided in section 15-1-7. However, the saving in favor of persons under disability of unsoundness of mind shall never extend longer than thirty-one years.

In order to establish title by adverse possession, the claimant has the burden of proving each element by clear and convincing evidence, *Rawls v. Parker* 602 So.2d 1164, 1168 (1992); *West v. Brewer*, 579 So.2d 1261 (Miss.1991). It has been well settled that the elements which must each be proven are as follows:

actual possession and each of the following six elements: 1) Under claim of ownership; 2) Actual or hostile; 3) Open, notorious, and visible; 4) Continuous and uninterrupted for a period of ten years; 5) Exclusive; and 6) Peaceful.

*Rice v. Pritchard*, 611 So.2d 869, 871 (Miss.1992); *Blankinship v. Payton*, 605 So.2d 817, 819 (Miss. 1992); *Rawls v. Parker* 602 So.2d 1164, 1169 (1992); *Thornhill v. Caroline Hunt Trust Estate*, 594 So.2d 1150, 1153 (Miss.1992); *West v. Brewer*, 579 So.2d 1261 (Miss.1991); *Stallings v. Bailey*, 558 So.2d 858, 860 (Miss. 1990); *Martin v. Simmons*, 571 So.2d 254, 257 (Miss.1990); *Pieper v. Pontiff*, 513 So.2d 591, 594 (Miss. 1987); *Johnson v. Black*, 469 So.2d 88, 90 (Miss. 1985); *Davis v. Clement*, 468 So.2d 58, 62 (Miss. 1985); *Gadd v. Stone*, 459 So.2d 773, 774 (Miss.1984).

#### TESTIMONY AND EVIDENCE

At the trial of this matter, 24 exhibits were introduced into evidence and the Court heard testimony from 6 witnesses. The most enlightening, informative, but somewhat contradictory, testimony came from the two surveyors. The Plaintiffs tendered Eugene Stenum, who was found by the Court to be a qualified land surveyor, and was allowed to testify as an expert in land surveying. The Defendants tendered to the Court Joe Clark, who was also accepted as an expert in land surveying. The expert's surveys were made a part of the record at trial.

Most of the exhibits were introduced into evidence by agreement. Exhibit No. 1 was the original plat of Daniels Acreage Addition. Exhibit No. 2 was a re-plat of some of the blocks of Daniels Acreage Addition including Blocks 21 and 30, which are the two Blocks that are the subject of this lawsuit. Each Block in Exhibit No. 2 was platted into ten (10) lots. Both the Plaintiffs and the Defendants introduced a chain of title starting from a point in time where the property was either confirmed by the Court or issued out of the Government. The Court finds that these deraignments of title are adequate under the circumstances and show that both the Plaintiffs and the Defendants did receive a deed to certain property which they claim is the basis of their ownership to the

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respective property claimed herein.

The deed to Mrs. Martin was dated June 24, 1959 and was introduced into evidence as Exhibit No. 7. Mrs. Martin's testimony indicated that shortly thereafter she built a house on the property and has lived there ever since. There were two deeds to Mrs Hill, the first was from her brother dated in 1977, which conveyed the north 100 feet of Lot 1, Block 30. The second deed was a quitclaim deed from her brother Morris Johnson dated March 14, 1985, which is the description used by the Defendants in their Defenses and in their Counterclaim.

Exhibit No. 15 in evidence was sheet number 0609A of the tax maps from the Tax Assessor's office of Harrison County, Mississippi, showing what the Martin property and the Hill property should have looked like had the Hills built their house on the property that was deeded to Mrs. Hill by her brother. Instead Mrs. Hill and her husband built north of their deeded property, which now turns out to be on a part of Sixth Street and on a part of the property owned by Mr. and Mrs. Martin. The Stenum survey showed that some of the Hill house might have been on the northern part of Lot 1, Block 30, but not very much. The Clark survey showed none of the Hill house on any part of Lot 1, Block 30, but all of the house being either in the right-of-way of Sixth Street or on the Martin property.

Both the surveys, and the expert testimony, showed that Sixth Street, which is the street running between Blocks 21 and 30 on Exhibit No. 2 (re-plat of Daniels Acreage Addition) ran through the house of Mr. and Mrs. Hill at some point. Mr. Stenum's survey showed the house to be about 20 feet north of its location on Mr. Clark's survey, but nonetheless the house is, to a large extent, located in the Sixth Street right-of-way, no matter which survey is relied upon. Confusing the issue just a little more, Mr. Stenum's survey showed that the front of the Hills' house also fell within the planed right-of-way of Hutter Road, even though Hutter Road itself is actually located some distance to the east. Hutter Road is called 3<sup>rd</sup> Avenue on the re-plat (Exhibit No. 2).

The Court notes that Mr. Stenum and Mr. Clark were called out of line in order to conserve expenses, and also, thankfully, so that the Court might better understand the survey situation prior to the testimony of any other witnesses. After hearing the experts, looking at the plats and other exhibits, the Court logically deduced the Hill house must have had been built as a result of the mistaken assumption that an existing gravel road on the Martin property was Sixth Street. This is

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the only logical explanation which could explain why the Hills thought they were building on their own property, the northern part of Lot 1, Block 30, rather than on the Martin property or within the right-of-way of Sixth Street.

The Plaintiffs called one other witness other than Mr. Stenum and that was Mrs. Pauline Martin. Mrs. Martin testified about her ownership and further testified that the first time that she became aware that the Hills' house was on her property was when the Hills' applied for a building permit to add an addition some time in 1994. The survey of Stenum confirms that on September 23, 1996, (the date of his survey), there was only a slab poured for the proposed addition. Mrs. Martin's testimony was basically, that she first found out about the Hills' proposed addition when Ben Clark from the Harrison County Code Office told her that it appeared that this slab was actually being constructed on Mrs. Martin's property. After talks with the Defendants produced no results, this lawsuit was filed. However, even after the Hills had received notice of this action construction on the addition continued. The evidence is uncontradicted, the addition was completed after the filing of the lawsuit. The testimony seems to indicate that the slab was poured in 1994.

Mrs. Martin further testified that the road shown on the Stenum survey as "gravel drive" and on the Clark survey as "existing gravel road" had once served a house to the west, but that it had not been used as such for a long period of time. At least, not until recently when Mrs. Martin's daughter started using the drive for access to her house trailer. Mrs. Martin testified that her daughter lived in the house trailer behind her house on her property. She specifically asserted the Hills had never used the road. After Mrs. Martin testified the Plaintiffs rested.

The Defendants and Counter claimants called three witnesses. The first two witnesses were Morris Johnson and Laura Johnson Buckley. Although both these witnesses had been admonished to stay out of the Courtroom due to the fact that the rule had been invoked, they both sat through the testimony of all of the witnesses. They were allowed to testify anyway, but with the understanding that they had heard the other witnesses testimony, and that the Court would consider their testimony under such circumstances.

Morris Johnson is the brother of Mrs Hill. He testified that he had been born in a house that was in the same area as the Hills' house. That house had been torn down right after the Hills had built their house. While there was never any testimony of exactly when the Hills built their house,

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the testimony was that they had lived in a mobile home prior to receiving the first deed, and then after they received the deed, they built a house. After completing the house they tore down the old house that had been Mrs. Hill's parents' house. The exact location of the old house was never proved, except that Morris Johnson testified that there had been a well located about 40 feet east of the existing Hill house; that the well had been right off the back corner of the old house, and that the old house faced north. While that does not give us a specific location of the old house, it does indicate that the old house was located to the east of the present location and possibly in the platted portion of Hutter Road (3rd Avenue) as shown on the plat of Daniels Acreage Addition (Exhibit No 2).

Mr. Johnson also testified about his grandparents' house that had been at the other end of the gravel drive running through the Martin property and how he had used the drive. His testimony about that use was during his grandfather's lifetime however, and his grandfather died, according to his testimony, in 1957. There was no specific testimony about the extent of the Hills' land or the Hills' use of the land. There was no other specific testimony from Morris Johnson about anything other than general talk about the Hills' house and the addition to the Hills' house. He did specifically testify that the addition to the Hills' house had not begun until about 5 years ago.

The next witness for the Defendants was Laura Johnson Buckley. Mrs. Buckley is the sister of Mrs. Hill. While her testimony talked about the old house, her grandmother's old house and other things from her childhood memory, she also did not give any specifics as to the Hills' use of the property, other than the fact that the house was there and the addition was made.

The last witness was Mr. Hill, the defendant. To the Court's surprise, even his testimony did not add anything to the elements of their defense or their counterclaim. He did not make any effort to testify as to the use of any land other than to testify the house was there.

The Court is extremely concerned regarding the testimony tendered by and on behalf of Mr. and Mrs. Hill. There was no testimony of any fencing, or any other type of enclosure for that matter. There was no testimony about whether they had a yard. There was no testimony about maintaining any property around their house. In fact not until the Court asked where the driveway was located, after both sides had rested, was there any testimony about how the Hills got into their house from Hutter Road.

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At the conclusion of the Defendants' and Counter claimant's testimony, a Motion was made to exclude the evidence and render a judgment in favor of the Plaintiffs in regard to the Counterclaim. The Court sustained the Motion to the limited extent of the gravel road, holding that no adverse possession by way of easement or ownership had been proved as to the gravel road and that the claim of the Hills would be limited to that property south of the gravel road. The gravel road that the Court is talking about is the road that runs east and west through the Martin property and is designated on the Stenum survey as "gravel drive" and on the Clark survey as "existing gravel road."

**FINDINGS AND CONCLUSIONS**

The Court finds that if the Hills are to be allowed to retain their house, or any part thereof, it is going to have to be on the theory of adverse possession, some other type of equitable theory, or possibly a combination of the two. Although the Hills plead color of title, they were unable to prove color of title. The descriptions plead by the Hills in their Counter-complaint described property which on both surveys was south of their house. The two deeds introduced by the Hills described property in Block 30 of Daniels Acreage Addition. Both of the surveyors placed the Hills' house either on the Martin property or on platted Sixth Street. Only the survey of Eugene Stenum showed even a small amount of the Hill house to be on Block 30, Daniels Acreage Addition.

If the Hills were to prevail under the theory of adverse possession their claim would have possibly been enhanced had they actually proved their claim under color of title. The importance of claiming under color of title is that actual possession of just a part of the property would then constitute constructive possession of all of the property described. That is, they would not have had to prove actual possession of the property and all of the elements of possession to each and every inch claimed. The written document would describe all parts of the property being claimed. Here however, the Court finds the Hills had no benefit of color of title. Additionally, the Hills have never paid taxes on this property. The Martins have been paying the taxes on most of the property on which the Hills' house is located, while the taxpayers of Harrison County are the owners of the rest of the property under the Hills' home.

As noted above, adverse possession is the holding of property in an open, hostile, notorious manner, excluding all others. That possession must be exclusive of the possession of others, especially when you are not holding under color of title. The Hills have no deed to the property they

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are claiming to possess against the Martins. More importantly, part of the property on which the Hills' house is constructed is a platted street. Whether the platted street is open or not is of no consequence. By virtue of Section 104 of the Mississippi Constitution, the statute of limitation does not run against Harrison County. The Hills therefore are precluded from claiming adverse possession to any part of Sixth Street. In *City of Ellisville v. Webb*, 117 S 836 (Miss. 1928), the dedicated road had been fenced for over thirty-three years, yet, the Court still held that such did not deprive the City of the right to use it when the City found a necessity therefor.

The Court finds the Defendants' proof simply does not rise to the level necessary to prove title solely by adverse possession. At the same time, the Court finds it would be inequitable to reward the Plaintiffs after their having sat on their rights for such a long period of time. Defendants did prove that their house had been located on the Martins' property for an extended period of time, at the very least, more than the statutory ten years, prior to the Martins filing suit.

On the other hand, the Martins did act in a timely fashion concerning the addition. The evidence showed even after they had been served notice of this suit, the Hills continued the construction of the addition. It is obvious to the Court, the Hills were given notice of the Martins' objections at a point in construction when the Hills could have greatly limited their damages. The addition was constructed and completed at the Hills' risk, it is a trespass upon the Martins' property of which complaint was timely noticed, and therefore, the trespass must now be removed.

The harshness of this judgment has not eluded the Court. Being a court of equity, sometimes referred to as the "do right court", the Court notes its maxim, "equity abhors a forfeiture." However in this case, the Court believes its hands are tied. A more equitable solution considered was having the property appraised and either awarding the fair market value as damages, or possibly even ordering an equitable land swap for lands which are legitimately described in the Hills' deeds. Those solutions are unfortunately, beyond the scope of this Court's equitable powers. We may only address those issues properly before the Court. The Hills failed to prove their claim to the property under color of title, they failed to prove by clear and convincing evidence each of the requirements of adverse possession, and more damaging, the only adverse use actually proven was that the house existed on the Martins' property all these years. There was no proof submitted of yard cutting, the existence of a fence, or any other dividing line. The Court feels compelled however to stretch its

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equitable power in order to find that along with the house there must be sufficient property around the house to which access must also be given. The Court refuses to set the lot line at the exterior wall of the original foundation. As contentious as this dispute has already been, the Court would hate to see a privacy fence constructed within inches of the Hills' home.

The Court will therefore, appoint its own surveyor to survey the property once again. Hopefully he will be able to reconcile the two surveys already provided and then legally describe the property of the original Hill house, excluding the addition. The Surveyor is to describe with particularity that part of the Hill house under the slab and under the actual eaves and overhangs of the original house that is on Lot 10, Block 21, Daniels Acreage Addition. Also, if the driveway into the Hills' house is on Lot 10, then the surveyor is to also describe that property, and with particularity the portion thereof on said Lot 10.

When the survey is completed, it is the Court's intention to have an accurate legal description of the entire property in controversy. While the County is not party to this suit, a complete and accurate picture necessarily will also require in the description the metes and bounds of Sixth street. The Court will then declare that Mr. and Mrs. Martin are prohibited, by the doctrine of laches, coupled with adverse use, from claiming any part of the property so described. The Court should then also be provided an accurate legal description of the property retained by the Martins in whose name title should be quieted. Since the Hills did not prove any type of enclosure or use of a yard, that part of the property which may be used around the house shall be limited to ten feet from the exterior wall on the original slab. Within this area of ten feet, no structure or improvement shall be allowed other than vegetation.

The area that is not granted to the Hills shall remain the property of Mr. and Mrs. Martin. The Hills shall have no right to use any other parts of Lots 9 and 10, Block 21, Daniels Acreage Addition except that part actually occupied by the original house, the surrounding 10 feet as a buffer, and the gravel drive used for ingress and egress. All other property in Lots 9 and 10, Block 21, Daniels Acreage Addition, excluding any county dedicated property if found therein, is hereby adjudged to belong to Mr. and Mrs. Martin and the Hills are declared to have no interest in Lots 9 and 10, Block 21 other than that part specifically designated. The Hills must remove the addition made to the north of their house as above provided. The Plaintiffs shall present to the Court a final judgment in this



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theory of laches coupled with adverse use for over ten years. The Court finds that while Mrs. Martin's testimony was to the effect that she did not know that the original Hill house was on her property, in the exercise of reasonable care she should have endeavored to find that out and should have filed a lawsuit to remove the original house prior to this time. Although Mr. and Mrs. Hill did not, in the Court's opinion, meet the burden to prove adverse possession, the Court finds Mrs. Martin is guilty of sleeping on her rights and that the doctrine of laches, coupled with use, gives Mr. and Mrs. Hill title to only that portion of the house under their slab, the surrounding 10 feet of the original slab, and to the gravel drive which they have used for more than the past 10 years.

5. **ORDERED AND ADJUDGED** that the Court finds that the addition to the Hills' house specifically on the survey of Mr. Stenum and to some extent shown on the survey of Mr. Clark, was begun approximately five (5) years ago. The Court finds that there is no proof that it began prior to 1994. The Court finds that immediately upon learning of the Hills' intended addition, Mrs. Martin complained to the Code officer and filed this lawsuit. The Court finds that the Hills assumed the risk of continuing construction of the addition even after receiving notice of the filing of this lawsuit; they have failed to prove by clear and convincing evidence their claim of adverse possession; the property under said addition belongs to Mr. and Mrs. Martin; the addition is a trespass upon the Martins' property; and therefore, the entire addition must be, and is hereby ordered removed by Mr. and Mrs. Hill.
6. **ORDERED AND ADJUDGED** that the Court hereby appoints Michael J. Cassady, P.O. Box 7301, Gulfport, MS 39506, (228) 896-7155 as its own expert and surveyor. The parties are to each cooperate with the Court's expert and provide copies of the prior surveys and any other assistance he may require. Mr. Cassady shall survey the original Hill house, that is, the property encompassed under the original slab only, extend that survey to also contain the surrounding 10 feet from the slab, and also the gravel drive which approaches the house. He shall reconcile his survey with those previously offered into evidence. Once the surveyor has completed his survey he is

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- to provide a legal description of only that property, which shall then by virtue of the doctrine of laches coupled with adverse use, be declared the Hills' property in fee simple.
7. **ORDERED AND ADJUDGED** that the addition to the Hills' house, measuring 33.7 feet by 28.7 feet, should not be included in the description of the property ordered titled to Mr. and Mrs. Hill, but rather is part of the property confirmed to belong to Mr. and Mrs. Martin. Mr. and Mrs. Hill should be, and are hereby allowed sixty days from and after the entry of the final order within which to remove said addition. During said period of time they may enter upon a sufficient portion of the surrounding property to remove the entire addition and to brick up or otherwise enclose the exposed north end of the original house. Within that time, the slab and anything under the slab, including pipes and electrical, shall be removed by the Hills and said property up to ten feet from the north side of the Hills' original slab, which was once covered by the addition, shall be, and is hereby ordered to be the property of Mr. and Mrs. Martin.
  8. **ORDERED AND ADJUDGED** that all property within Lots 9 and 10, Block 21, Daniels Acreage Addition not otherwise herein required to be transferred to Mr. and Mrs. Hill is hereby adjudged to be owned in fee simple by Mr. and Mrs. Martin and all claims thereto by Mr. and Mrs. Hill are held for naught, canceled and set aside. The surveyor will also be directed to locate the south line of Block 21 and describe its location using a known point of reference. In the event the Court appointed surveyor finds that the driveway into the carport of the Hill house is on Lot 10, Block 21 then any part of such driveway within said lot 10 shall also be surveyed as property belonging to Mr. and Mrs. Hill, however it will not include the 10 foot buffer on either side as described above.
  9. **ORDERED AND ADJUDGED** that the cost of the Court appointed surveyor should be, and is hereby assessed as court costs, and all such other costs not heretofore paid should be and are hereby assessed to Mr. and Mrs. Hill.
  10. **ORDERED AND ADJUDGED** that no part of the existing gravel road located on

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case which contains the above mentioned legal descriptions as soon as they become available from the Court's surveyor. It is therefore,

1. **ORDERED AND ADJUDGED** that Mrs. Pauline Martin is the record owner of the following property:

The South forty (40) feet of Lots 1 and 2 and all of Lots 9 and 10, Block 21, Daniels Acreage Addition in Section 13, Township 7 South, Range 12 West, Harrison County, Mississippi.

2. **ORDERED AND ADJUDGED** that Mrs. Hill is the record owner of the following property:

A parcel of land situated in Block 30, Acreage Addition to the City of Gulfport Subdivision, located in Section 13, Township 7 South, Range 12 West, City of Gulfport, Harrison County, Mississippi, being more particularly described as follows to-wit:

Commence at the Northeast corner of said Section 13, thence run on a bearing of West for a distance of 1950.00 feet to a point; thence run on a bearing of South a distance of 1910.00 feet to a point on the West margin of Hutter Road and the Point of Beginning; thence continue on a bearing of South above said West margin for a distance of 141.63 feet to a point; thence run on a bearing of West for a distance of 143.64 feet to a point; thence run North 141.40 feet to a point; thence run East a distance of 143.44 feet to the Point of Beginning.

3. **ORDERED AND ADJUDGED** that the property belonging to Mrs. Martin is all situated in Block 21, Daniels Acreage Addition. The record ownership of property claimed by Mrs. Hill is all situated in Block 30, Daniels Acreage Addition. Sixth Street, which runs between Blocks 21 and 30, is platted as a forty foot right-of-way and although the same has never been opened or used, it has never been vacated, and is, therefore, still dedicated to Harrison County, Mississippi.
4. **ORDERED AND ADJUDGED** that no adverse possession was proved by the Hills against the Martins, other than perhaps that portion of the Hills' original house on the Martin property. The Court finds that the original house built by Mr. and Mrs Hill and the property on which it sits should be, and is hereby declared to be the property of Mr. and Mrs. Hill, not upon the theory of adverse possession alone, but under the

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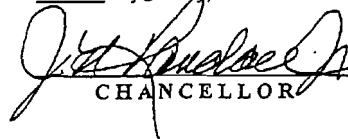
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Lots 9 and 10, Block 21, Daniels Acreage Addition has been adversely possessed by the Hills, but rather said road is the private property of Mr. and Mrs. Martin subject to no right or claim for use or otherwise by the Defendants herein.

11. ORDERED AND ADJUDGED that the re-plat of Daniels Acreage Addition introduced into evidence as Exhibit No. 2 is currently an existing and enforceable plat of Harrison County, Mississippi and that no part of Sixth Street or any parts of Blocks 30 and 21 thereof, have ever been vacated, altered or amended in any way, but rather, they are still dedicated to Harrison County, Mississippi as in the original dedication, and as such, shall be included in the surveys and legal descriptions supplied to the Court by its expert.
12. ORDERED AND ADJUDGED that any relief prayed and not specifically granted hereinabove should be and is hereby denied.

SO ORDERED AND ADJUDGED this the 3rd day of June, 1999.

  
CHANCELLOR

**FOR PLAINTIFFS:**

VIRGIL G. GILLESPIE, Esq.  
The Gillespie Law Firm  
Post Office Box 850  
Gulfport, MS 39502-0850

**FOR DEFENDANTS:**

WILLIE SMITH JR., Esq.  
Hudson, Smith and Evans  
P. O. Box 908  
Gulfport, MS 39502-0908

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P. 05/07

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IN THE CHANCERY COURT OF HARRISON COUNTY  
 FIRST JUDICIAL DISTRICT

PAULINE MARTIN AND  
 FRANK V. MARTIN

**FILED**  
 APR 12 2001

PLAINTIFFS

VERSUS

CAUSE NO. 97-00372

ZELMA JOHNSON HILL  
 AND LENEAL HILL

JOHN MCADAMS, CHANCERY CLERK  
*Cindy Flowers* D.C.

DEFENDANTS

**ORDER**

ON the 3<sup>rd</sup> day of June 1999, this Court entered its Judgment upon the Complaint filed by Pauline Martin and Frank V. Martin and upon the answer and counterclaim of Zelma Johnson Hill and Leneal Hill. In paragraph 6 on page 11 & 12 of said Judgment the Court appointed Michael J. Cassidy to survey the original Hill house, to locate the South line of Lot 10, Block 21, Daniel's Acreage Addition and to describe a parcel 10 feet from the slab of the original house. It has been reported to the Court that Mr. Cassidy has surveyed the same and all parties have been given a chance to object to the finding and description made on that survey and none were made. The Court therefore determines that the following property lying within Lot 10, Block 21, Daniel's Acreage Addition be, and the same hereby is, declared, Nunc Pro Tunc, the property of Zelma Johnson Hill and Leneal Hill, husband and wife, by virtue of the above mentioned ruling of the Court, said property being more fully described as follows:

A parcel of land situated and being located in Lot 10, Block 21, DANIELS ACREAGE ADDITION, Section 13, township 7 South, Range 12 West, First Judicial District of Harrison county, Mississippi and being more particularly described as follows, to-wit:

Commencing at the Southeast corner of Lot 10, Block 21 DANIELS ACREAGE ADDITION; thence run North 89 degrees 18 minutes 42 seconds West 6.48 feet along the south line of said Lot 10 and the north line of Platted Sixth Street to the

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POINT OF BEGINNING; thence run from said POINT OF BEGINNING, North 89 degrees 18 minutes 42 seconds West 67.14 feet along the south line of said Lot 10 and the north line of Platted Sixth Street; thence run North 00 degrees 16 minutes 34 seconds West 65.99 feet; thence run North 89 degrees 43 minutes 25 seconds East 46.94 feet; thence run South 00 degrees 37 minutes 39 seconds East 25.01 feet; thence South 80 degrees 40 minutes 27 seconds East 20.27 feet; thence run South 00 degrees 02 minutes 03 seconds West 41.91 feet to the POINT OF BEGINNING.

The Court further finds that Zelma Johnson Hill and Leneal Hill should be granted sixty (60) days time within which to remove the addition from such house which said addition is shown on the Cassidy survey and which much be totally removed, including the slab, so that there shall be ten (10') feet from the side of the old dwelling from the North property line in the above description.

The Court finds that all other matter set forth in said Judgment be, and the same shall remain as found therein. It is therefore,

ORDERED AND ADJUDGED that the Order of the Court entered herein on June 3, 1999, be and the same hereby is amended, Nunc Pro Tunc to show that the Defendants/Counter-Plaintiffs, Zelma Johnson Hill and Leneal Hill, husband and wife, are the owners of the following described land and property lying and being situated in the First Judicial District of Harrison County, Mississippi and described as follows to-wit:

A parcel of land situated and being located in Lot 10, Block 21, DANIELS ACREAGE ADDITION, Section 13, township 7 South, Range 12 West, First Judicial District of Harrison county, Mississippi and being more particularly described as follows, to-wit:

Commencing at the Southeast corner of Lot 10, Block 21 DANIELS ACREAGE ADDITION; thence run North 89 degrees 18 minutes 42 seconds West 6.48 feet along the south line of said Lot 10 and the north line of Platted Sixth Street to the POINT OF BEGINNING; thence run from said POINT OF BEGINNING, North 89 degrees 18 minutes 42 seconds West 67.14 feet along the south line of said Lot 10 and the north line of Platted Sixth Street; thence run North 00 degrees 16

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- minutes 34 seconds West 65.99 feet; thence run North 89 degrees 43 minutes 25 seconds East 46.94 feet; thence run South 00 degrees 37 minutes 39 seconds East 25.01 feet; thence South 80 degrees 40 minutes 27 seconds East 20.27 feet; thence run South 00 degrees 02 minutes 03 seconds West 41.91 feet to the POINT OF BEGINNING.

It is further,

ORDERED AND ADJUDGED, that the Defendants/Counter-Plaintiffs, Zelma Johnson Hill and Leneal Hill be and they are hereby given sixty (60) days time in within which to remove the addition from their house which was ruled upon in the June 3, 1999, Judgment so that the total addition, including the slab is removed and the North wall of the original Hill house is 10 feet from the North property line of the description in the preceding paragraph of this order.

ORDERED AND ADJUDGED, that the Judgment of the Court entered herein, June 3, 1999, be and the same hereby is ordered to remain the same except as changed Nunc Pro Tunc, herein.

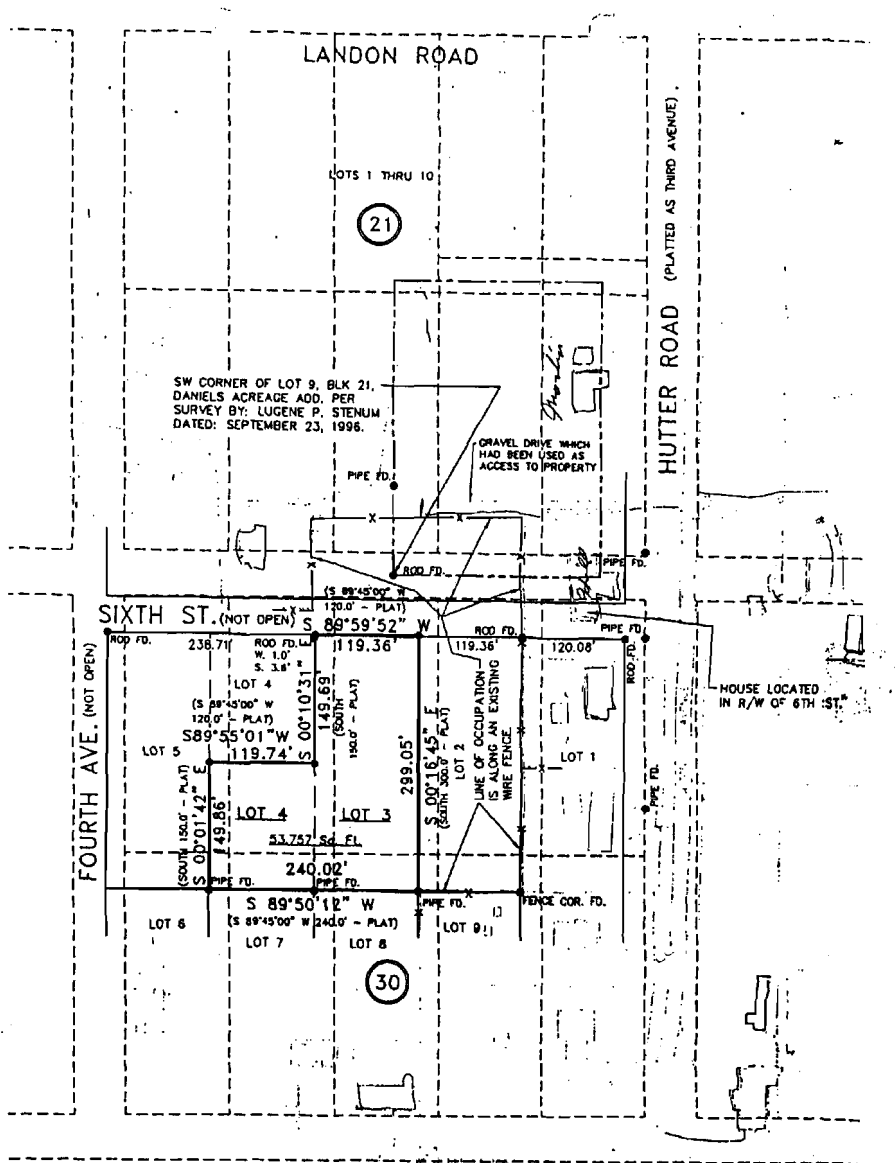
SO ORDERED AND ADJUDGED, this the 11<sup>th</sup> day of April, 2001.

  
 CHANCELLOR

PREPARED BY:

5cc  
 Virgil G. Gillespie (MS Bar #4843)  
 THE GILLESPIE LAW FIRM  
 2416 14<sup>th</sup> Street, Second Floor  
 Gulfport, MS 39502  
 Telephone (228) 864-4520  
 Facsimile (228) 864-8464

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# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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RECORD DESCRIPTION RECORDED IN Q BOOK 1127, PAGE 598.

A parcel of land situated and being located in Lot 3 and the South 1/2 of Lot 4, Block 30, DANIEL'S ACREAGE ADDITION in Section 13, Township 7 South, Range 12 West, Miss., according to Plat Book 8, Page 7, First Judicial District of Harrison County, Miss. in the land records in the office of the Chancery Court of Harrison County, First Judicial District, Mississippi.



TRUE NORTH  
BY SOLAR OBSERVATION

SCALE: 1" = 100'  
CLASS "C" SURVEY

PROPERTY LINE PER SURVEY BY: LUGENE P. STENUM.

PROPERTY LINES PER MONUMENTS FOUND IN BLOCK 30, DANIEL'S ACREAGE ADD.

BOUNDARY LINE OF LOT 3 AND THE SOUTH 1/2 OF LOT 4, DANIEL'S ACREAGE ADD. PER MONUMENTS FOUND IN BLOCK 33.

LOCATION OF LOTS AND BLOCKS OF ACREAGE ADDITION PER SURVEY OF THE EAST AND SOUTH LINES OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 12 WEST.

#### SURVEYOR'S NOTES:

The location of the boundary of Lot 3 and the South 1/2 of Lot 4, Block 30, Daniels Acreage Addition, is based on the monuments found for that block which does not agree with the location of said block if laid out per the northeast corner and east line of Section 13.

The location of Sixth Street is based on the monuments found in Block 30. Access from Hutter Road (platted as Third Avenue) along Sixth Street as monumented is blocked by a house which was constructed in the Right-of-Way.

The topographic background shown is from Harrison County's Aerial Photography and has been tied into this boundary by a GPS observation performed by Harrison County Engineering.

The locations of the Lots, Blocks, and road right-of-ways shown as dashed lines are based on a railroad spike found at the northeast corner of Section 13, road right-of-way widths were determined by a proportional division of what was left after subtracting the block distances from the north/south plat distance of the Plat of Acreage Addition to Gulfport, Miss., recorded in Copy Book 3, Page 55, First Judicial District, Harrison County, Mississippi.

The record description calls out Range 11 West; property is located in Range 12 West.

This survey shows rights-of-way, easements, and restrictions provided to the surveyor. Since this surveyor was not provided with a current title report nor an environmental study, this survey may not show all rights-of-way, easements, and restrictions of record.

This surveyor will be available to add such features to this survey if a current abstract of title is provided to him by an attorney.

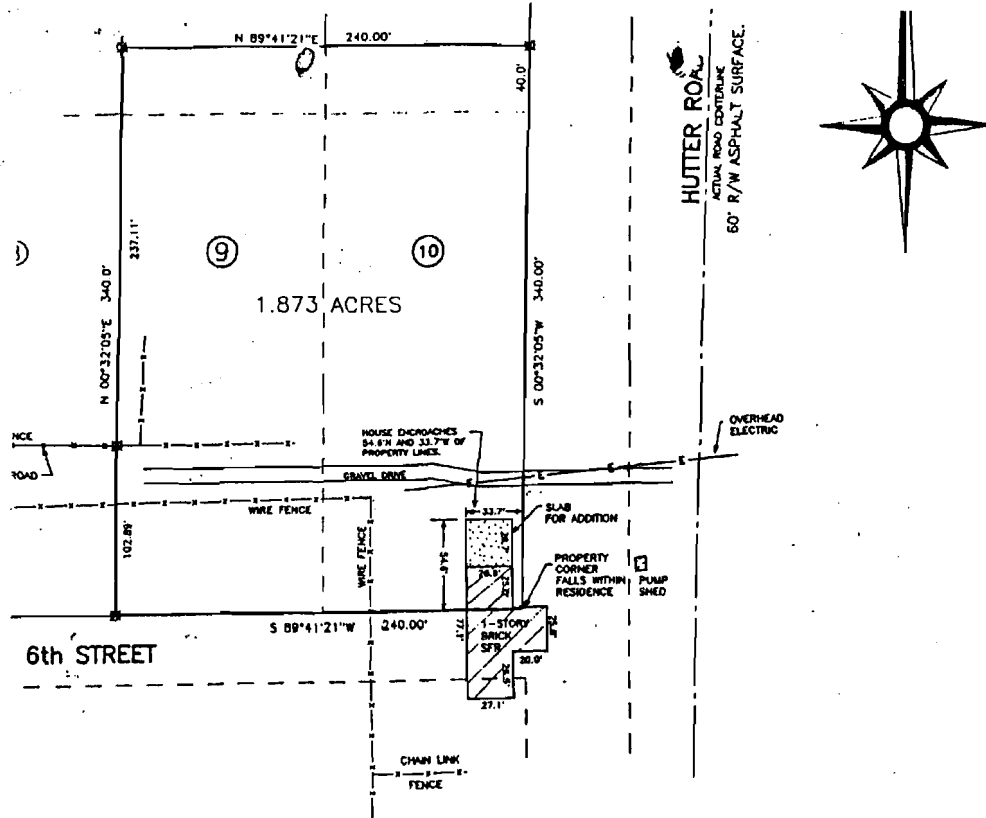
• = red set unless otherwise noted.

*Robert N. Osborne*

Robert N. Osborne, P.L.S.  
Field Surveyed August 09, 2000 through June 13, 2001.



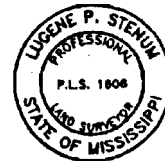
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LOTS NINE (9)  
ON IN SECTION  
SIPPI.

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

*Lugene P. Stenum* SEPT. 23, 1996  
 LUGENE P. STENUM, P.L.S. DATE



PROVIDED  
E. REPORT.

**A SURVEY OF 1.873 ACRES IN BLOCK 2  
 DANIELS ACREAGE ADD., SEC. 13-7-12  
 HARRISON COUNTY, MISSISSIPPI.**

SCALE: 1" = 60'	APPROVED:	PARTY CHIEF:	DRAWN BY: J. CRAW
DATE: SEPTEMBER 23, 1996		M. WAGNER	REVISED:

FOR: PAULINE MARTIN  
 10461 HUTTER ROAD  
 GULFPORT, MS 39503 PH: 832-1660

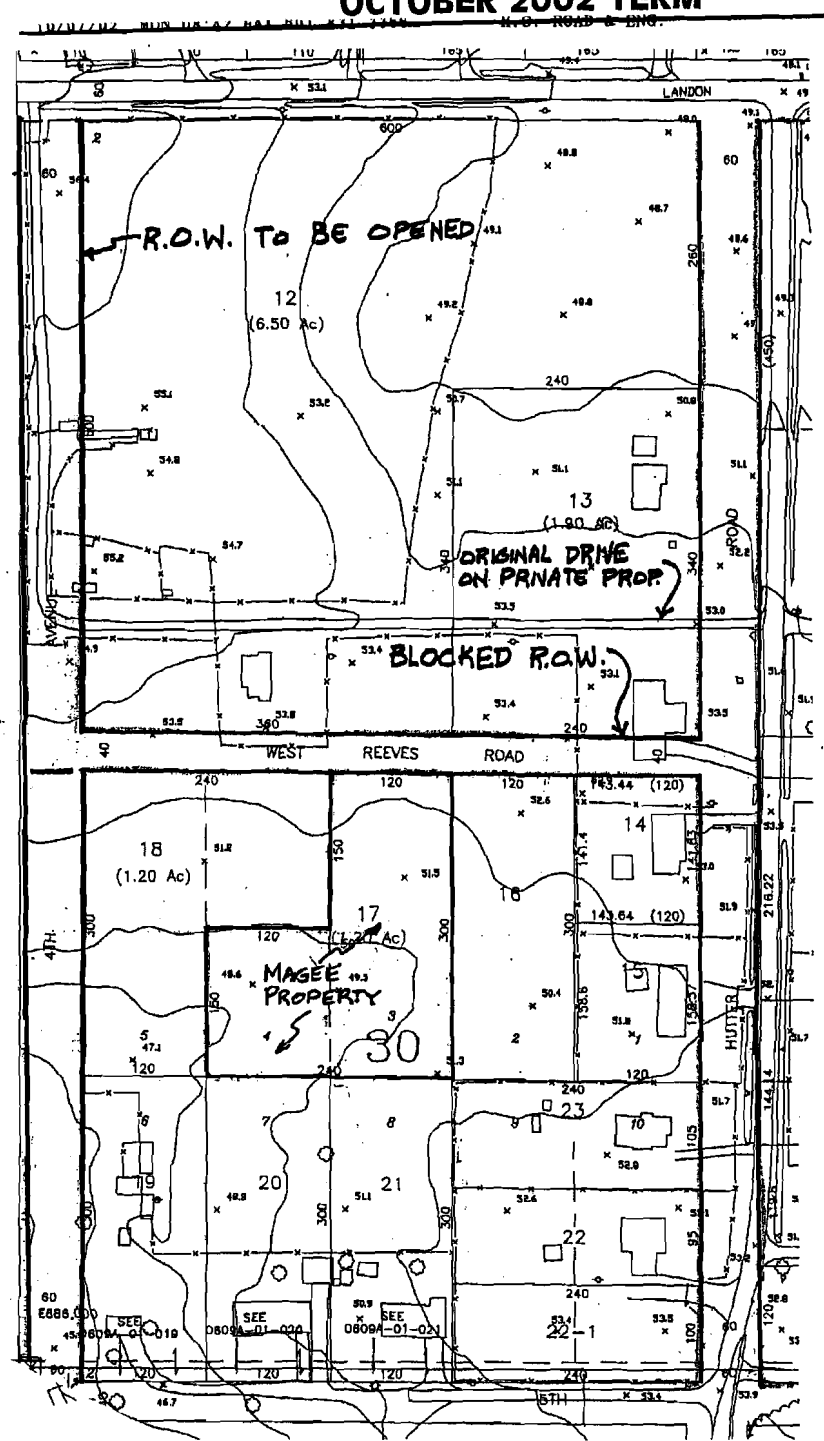
DRAWING NUMBER

*Exhibit "A"*

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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PAGE.02

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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 declared the motion carried and the order adopted.

THIS, the 7<sup>th</sup> day of October 2002.

\* \* \*

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

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

#### **ORDER APPROVING FOR SECOND READING AND ADOPTING POLICY AND PROCEDURES FOR THE HARRISON COUNTY HOME PROGRAM**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE AND ADOPT the following policy and procedures for the Harrison County Home Program:

#### **POLICY AND PROCEDURES FOR THE HARRISON COUNTY HOME PROGRAM**

1. **Contract Description** – As part of the HOME Investment Partnership Program and in cooperation with the Gulfport Consortium, Harrison County has been approved to receive approximately \$102,000 per year for 3 years starting in FY 2001. These funds are made available from the U. S. Department of Housing and Urban Development.
2. **Authority** – Harrison County, under the authority of the Mississippi Development Authority, has allocated it's HOME funds to providing financial assistance in an effort to create decent, safe and affordable housing for all county residents. This program is undertaken in compliance with the guidelines and objectives of the HOME Investment Partnership Program.
3. **Purpose** – The HOME Program is designed to provide affordable housing to low-income and very low-income families and individuals. 100 percent of the HOME funds will be used to assist families with incomes below 80 percent of the area median income. Therefore, the Harrison County Board of Supervisors will offer financial assistance to eligible first-time homebuyers. The program will be providing down payment and/or closing cost assistance. By providing these forms of assistance, the Supervisors will be creating the opportunity for low-income county residents to obtain affordable home ownership.
4. **Definitions** – The following definitions will be used for this program.
  - Affordability Period – To ensure that HOME investments yield affordable housing over the long term, HOME imposes rent and occupancy requirements over the length of an affordability period. For this program the affordability period is five (5) years from the date of closing.
  - Agency – Harrison County, Mississippi and its designated staff and individuals, who will administer the program
  - Annual Income – Annual income is the gross amount of income anticipated by all adults in a family during the 12 months following the effective date of the determination
  - Applicant – Individual or family who is applying for HOME assistance
  - County – The Harrison County Board of Supervisors
  - Grantee – The Harrison County, MS HOME Consortium is the agency receiving the federal funds
  - Homebuyer Assistance – If a home purchased with HOME assistance is sold during the affordability period, resale or recapture provisions apply to ensure the continued provision of affordable homeownership
  - HUD – The U.S. Department of Housing and Urban Development
  - Income Eligibility – Beneficiaries of HOME funds, the homebuyer(s), must be low-income or very low-income. Their income eligibility is determined based on their annual income

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Loan Cap. – The maximum amount that any individual or family can receive under this program is fourteen thousand nine hundred ninety-nine (\$14,999) dollars

Low Income – Any individual or family with an annual income less than 80 percent of the median income for Harrison County

Occupancy – Throughout the affordability period, the HOME assisted housing unit must be occupied by income eligible households

Ownership – Any person who has real interest in the property. Properly executed title and copies of mortgage documents shall be considered proof of ownership.

5. **Location** – The HOME Program will provide assistance to any individual or family living within the boundaries of Harrison County and purchasing an eligible housing unit in the un-incorporated area of the county.
6. **Eligible Owners** – This program is designed to assist “first-time” homebuyers. A first-time homebuyer, as defined by the Housing and Community Development Act of 1992, is one who meets the income eligibility and has not owned a home in the previous 3 years. The exceptions to the 3 year rule are displaced homemakers and single-parent households as described in the HOME Rule (24 CFR 92). In addition, a first-time homebuyer includes families living in manufactured housing that is not permanently affixed to a foundation and those living in homes not feasible for rehabilitation.
7. **Eligible Applicant** – Each applicant must meet the following minimum requirements.
  - a. Must be of legal age to enter into a contract under the laws of the State of Mississippi;
  - b. Must be a current resident of Harrison County for at least one (1) year;
  - c. Must purchase a home in the un-incorporated area of Harrison County;
  - d. Must secure their own mortgage loan from a local lender; and
  - e. Must meet the income eligibility requirements;
8. **Eligible Properties** – HOME funds may be used for single-family homes, townhomes and condominium units. These homes may be new or previously owned homes but must meet all local building codes and zoning ordinances.
9. **Forms of Ownership** – HOME permits ownership to be in fee simple title, a 99 year leasehold interest and ownership or membership in a condominium development.
10. **Income Verification** – Income eligibility is based on anticipated income. To determine if program applicant(s) are income eligible, the County will require income documentation such as wage statements, interest statements and unemployment compensation statements. The applicant shall provide the following minimum information to assist in determining the eligibility of the applicant.
  - a. The previous years federal tax return and all W-2 forms;
  - b. Social security number;
  - c. Picture identification;
  - d. Application form prepared by County; and
  - e. Any other information necessary to confirm eligibility.
11. **Property Value Limitation** – The maximum purchase amount of a home cannot exceed 95 percent of the area median purchase price.
12. **Principal Residence** – Property purchased utilizing HOME funds must be occupied as the principal residence of the applicant and subsequent buyers for the affordability period. Renting the unit is not permitted and the County will enforce this provision through the use of deed restrictions.

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13. **Loan Requirements** – The County has chosen to offer the HOME funds in the form of a loan to qualified applicants. The loan requirements are as follows:
- a. The HOME loan amount is limited to eight (8%) percent of the purchase price for down payment assistance and one thousand (\$1,000) dollars for closing costs and pre-paid items. (Program cap each loan is \$14,999.00)
  - b. Any applicant eligible for HOME dollars that has successfully completed an approved "homebuyer education program" will be awarded an additional two (2%) percent of the purchase price to be used for down payment.
  - c. The HOME loan funds can be used in conjunction with other down payment funds where permissible by the primary lending institution.
  - d. The HOME loan funds will be secured by a lien (2<sup>nd</sup> mortgage) on the property being purchased and said lien shall remain until it is satisfied.
  - e. Those individuals or families that qualify under HUD's guideline to be in the low-income category (less than 80% of median income) shall have their loan forgiven by reducing the loan amount by twenty (20%) percent for each consecutive year they remain in the house during the affordability period. After the five year affordability period the loan will be considered paid in full. If they vacate the home for any reason during the affordability period the remaining percentage balance of the loan shall become due and payable as specified in mortgage documents, unless an eligible low-income family purchases the house. These recaptured funds shall be used in accordance to the HOME guidelines.
  - f. No HOME funds will be used in the owner financing of a house.
  - g. No loan shall be paid back to the County in payments unless authorized by majority vote of the Board of Supervisors. All loan money owed shall be paid in one installment.
14. **Resale/Recapture Restrictions** – An applicant using HOME funds shall retain title to the property until the affordability period is over and has satisfied their loan by full payment to have no resale/recapture provisions apply. However, if the property is transferred during the period of affordability, the buyer shall pay off the loan balance of HOME funds borrowed and the County shall declare the repayment of funds as program income. County will reinvest said funds as designated by the program guidelines.
15. **Procedure** – The following is a brief summary of the steps involved in the approval process of an applicant.
- a. An application, completed by the borrower (homeowner) must be complete and on file with the County prior to any commitment of HOME funds.
  - b. Contact for eligibility can be directly with the County or through referral by a mortgage lender or other agency knowledgeable of the program.
  - c. Applicants shall be processed on a "first come, first serve" basis relative to submission of and receipt of complete application and all required documentation (income verification). Harrison County Board of Supervisor's reserves the right to make all final decisions on the order of applications.
  - d. Applicants shall contact a mortgage company to pre-qualify and determine their purchase price limitations.
  - e. Upon selecting a housing unit and entering into a contract to purchase, the applicant shall notify the County. A copy of the purchase contract shall be provided to the County within five (5) days of execution.

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- f. County will notify the applicant of the eligible amount of HOME funds committed for the transaction and the date that the funds will be available.
  - g. HOME funds will be given to closing attorney, who will have borrower sign all required documents for HOME loan prior to disbursement of the funds. Borrower shall sign a disclosure statement that he/she understands the HOME loan and knows that it must be paid back.
16. **Nondiscrimination and Equal Opportunity** – Each applicant applying for assistance under this program shall receive equal consideration regardless of race, creed, sex or national origin.
17. **Conflict of Interest** – No member of the governing body of Harrison County and no official, employee, or agent who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation for this HOME program shall directly or indirectly be eligible for these funds.
18. **Records** – The County shall maintain accurate files and records on each applicant. All documentation pertinent to the applicant shall be included and kept for at least three (3) years after the completion of the HOME program. Maximum confidentiality of the applicant's personal data shall be maintained.



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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor <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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

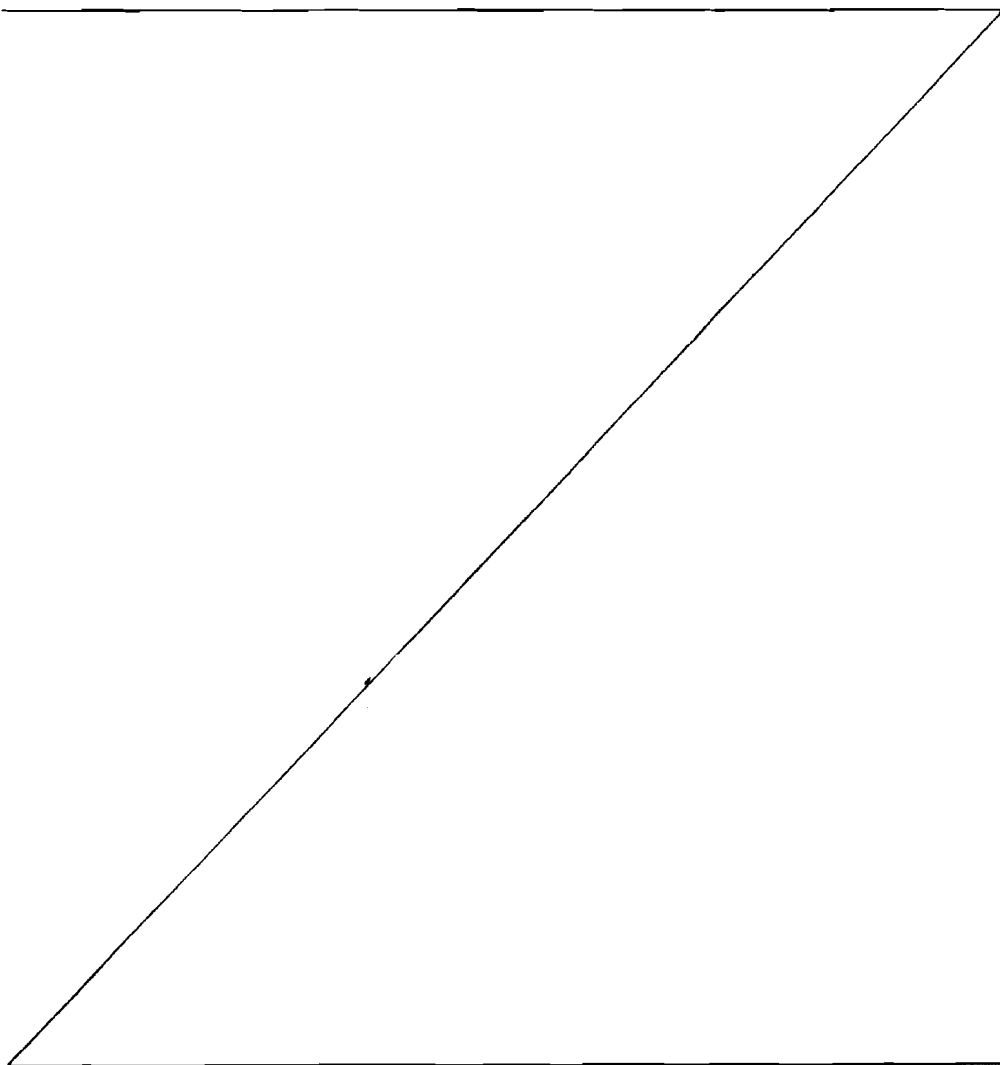
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Mr. Glenn Hewes and Mr. John Byrd, with the MSU-Extension Service Forestry - Title III, appeared before the Board to present an overview of current programs and proposed programs for 2003. Supervisor Rockco inquired whether grants are available through their agency for replenishing wetlands. Grants can only be used for education programs such as a demonstration project. Harrison County will receive \$55,651.00 for 2003 MOA Title III. After full discussion, Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF THE REPORT PRESENTED BY THE  
MSU-EXTENSION SERVICE FORESTRY - TITLE III PROJECTS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the following report presented by the MSU-Extension Service Forestry - Title III projects:



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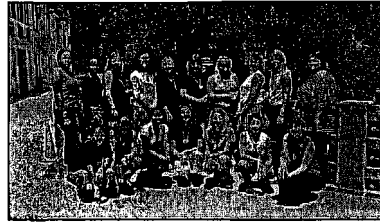
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#### Harrison County Title III Projects

- Needs Assessment and Planning
  - Ongoing Project, met with Planning Committee September 12.
- Workshops (2)
  - Project Learning Tree: Completed June 29.
  - Urban Forestry: Scheduled for October 19. Focus will be on care and maintenance of mature trees, especially Live Oaks.

#### Project Learning Tree Workshop



#### Harrison County Title III Projects

- Forestry Field Day – Focus will be on invasive species in general and Cogon Grass in particular.
- Youth Forestry Program – Tree identification workshop.



#### Harrison County Title III Projects

- Forestry Demonstration Areas (2)
  - Investigating sites and subjects, pricing signs, etc. Possible subjects include:
    - Cogon grass
    - Alternative methods for generating longleaf pine.
    - Best Management Practices (BMPs)

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#### Harrison County Title III Projects

- County Forest Resources Publication –
  - Currently in the final stages of planning and will be distributed prior to the end of the year.
  - A color brochure directing forest landowners to the proper sources of assistance.
  - Provides good general information concerning the impact of forestry in Harrison County.

#### Harrison County Title III Projects

- Tabloid Newspaper Insert – Early Stages and will be in the Sun Herald by year's end.
- Publicity and Promotion – A no cost item. All of our promotional material recognizes the Board of Supervisors as the Sponsor.



#### Harrison County Title III Projects

- Equipment/Commodities for County Office to Support Forest Related Educational Programs – Purchased a paper folding machine. Working with Nancy Freeman on identifying the needs of the office and purchasing those products. GPS technology and training may be an option.

#### Harrison County Title III Projects

- Teacher Conservation Workshop Scholarships (3)
  - Three teachers were sent June 29.
  - Excellent response from all involved.
- County Forestry Website
  - Currently in the final stages of completion.
  - Includes links to tremendous sources of information.
  - We will post educational events, demonstration areas, announcements, etc.

#### Harrison County

Statistical  
Data  
Here



Other Information on Forestry in Harrison County

[Title III of the Clean Air Act and related activities](#) page 178  
[County Forestry and Land Use Information](#) page 179  
[Forest Health and Management in Harrison County](#) page 180  
[Calendar of Events](#) page 181  
[E.O. 12812 and related activities](#) page 182

Website sponsored by the Harrison County Board of Supervisors

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#### Harrison County Title III Projects

- Wood Magic Science Fair Mobile Unit
  - Scheduled for December 11, 12, & 13. Will be held at the "County Farm".
  - We expect about 1,500 fourth grade children from public schools, private schools as well as home schooled children.
  - Please come by if your schedule allows.



Wood Magic - Forrest Co. September 24<sup>th</sup> & 25<sup>th</sup>



Wood Magic - Amite and Wilkinson Co. September 17<sup>th</sup>

#### Harrison County Title III Projects

- Tree Planting Week
  - Working with local teachers to compliment and enhance existing activities.
  - Will have a tree planting demonstration at various schools.
  - Will provide high quality saplings for schools and seedlings for students.



#### Harrison County Title III Projects

- County Library Resources
  - Modifying materials used in other counties in order to fit Harrison Counties specific needs.
  - In consultation with various libraries in the county.



#### Harrison County Title III Projects

- Board Recognition for Program Sponsorship
  - A no cost item. Recognition of the source of the funding is always at the forefront of all of our planning efforts.
- Annual Report to the Board
  - No Cost.

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**Harrison County Board of  
Supervisors Photo with names  
listed**

May we have a photo of the  
Board to place on your Forestry  
Web Site?

**Harrison County Title III  
Projects**

• **Landowner Consultations**

– We are available for landowner visits for trouble shooting and consultation on any forest resource related issue.

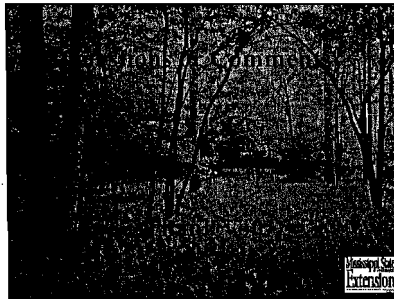


**Harrison County**

- Title III MOA for 2003
- Preparing Next Years Proposal
  - Will have it to you soon, in time to begin work on next year's projects.

**Harrison County**

- Difference in Estimated Amount and Actual Amount of the Contract is \$697.90
- We propose to add that to the estimated amount for 2003 which is \$54,762.78
- Total proposed for 2003 will be \$55,461



# Zoning Bulletin™

VOLUME 50, NUMBER 14 • JULY 25, 2002

## in this issue:

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Billboards — Ordinance regulated signs to certain districts .....	Page 8

**"D**uncan told [Ryan] that the contemplated addition may raise an issue with a Township ordinance requiring a certain number of parking spaces. However, Duncan further informed [Ryan] that because the proposed use of the space was a restaurant, [Ryan] would qualify to use off-street public parking spaces." *Ryan v. Lower Merion Township* at Page 2.

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## Use Permits — Public opposition causes tavern to lose use permit Owner claims revocation was arbitrary

PENNSYLVANIA (06/12/02) — Ryan purchased a tavern/restaurant at a foreclosure sale with the provision that the Lower Merion Township would approve certain renovations on the second floor. The owner hired an architect, who drew up the plans, and both met with the Director of Building Regulations and Zoning Officer (Duncan).

Duncan noticed the plans included an expansion of the facility and there might be a requirement for a certain number of parking spaces. However, Duncan told the owner since the proposed use was a restaurant, he would qualify to use off-street public parking in accordance with the local ordinance. The owner then filled out a "change of use or occupancy application" and indicated the proposed use of the structure was a restaurant.

Duncan issued a use permit on March 4, 1999. The notice of a pending liquor license was posted, and local newspapers wrote articles identifying the owner as the same owner of "Smokey Joe's," which was a favored establishment for local college students. Public opposition mounted.

On April 7, 1999, the owner met with Duncan and the local fire marshal to determine a sprinkler issue. Duncan claimed the architect arrived early for the meeting and, during their conversation, he learned there would be karaoke and dancing at the location.

On April 8, 1999, Duncan notified the owner the use permit was revoked. The revocation included a letter that provided the establishment was to be used as a taproom/night club, not a restaurant. Certain parking issues were raised.

The owner appealed to the Zoning Hearing Board, alleging the revocation was arbitrary, capricious, and contrary to local ordinances. The owner also claimed his vested rights in the use permit were also violated. The appeal was denied.

After the permit was revoked, the Grog, which the owner alleges was a similar establishment, was issued a use permit that allowed the use of public parking spaces.

The owner filed a complaint against local officials in their official and individual capacities. He alleged a civil conspiracy and intentional interference with an actual contractual and business relationship. The local officials asked the court for judgment in their favor.

## DECISION: Granted in part.

The members of the zoning hearing board were performing a quasi-judicial role and were granted judicial immunity. All claims against them in their individual capacity were dismissed.

The court also dismissed the conspiracy and interference with contract charges for lack of sufficient evidence.

The court did find, however, a genuine issue of fact with regard to whether the decision was arbitrary, capricious, or based on an improper motive. Here, the officials conceded the owner did have a protected property interest. In addition, the owner presented sufficient evidence to demonstrate a genuine issue

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of fact as to whether the ordinances were applied differently to at least one similarly situated establishment.

*Citation: Ryan v. Lower Merion Township, U.S. District Court for the Eastern District of Pennsylvania, No. 01-1798 (2002).*

*see also: John E. Long Inc. v. The Borough of Ringwood, 61 F.Supp. 2d 273 (1998).*

*see also: Schiazza v. Zoning Hearing Board of Fairview Township, 168 F.Supp. 2d 361 (2001).*

**Special Exception — Neighbor disputes special permit to operate granite quarry on property zoned for agricultural use**

*Board found neighbor had burden to show why permit should not have been granted*

WISCONSIN (6/4/02) — The Christiansens applied for a special exception permit from Marathon County in 1998, seeking permission to construct a granite quarry on land zoned for agricultural use. The Marathon County Board of Adjustment held a hearing in June 1998, after which the board denied their application.

The Christiansens filed another application in March 1999, adding more provisions to their second application in connection with the operation conditions of the quarry. The board denied the second application, and the Christiansens appealed. The lower court reversed and remanded the board's decision.

After another hearing, the board voted to grant the permit with several conditions. McCallum, who owned neighboring property, asked the court to review the permit. The court vacated the board's decision, and the Christiansens and the board appealed. The Christiansens argued the court erred when it found the board had not addressed the proper factors in order to grant the permit, improperly placed the burden on those opposing the permit, and erroneously refused to allow a board member to abstain from voting.

**DECISION: Affirmed.**

The reversal of the grant of special permit was affirmed.

A review of the record showed the board did not consider several important factors when it granted the special permit, including the productivity of the property, the location of the granite quarry so as to minimize the amount of agricultural land converted, or the need for public services.

Though the board mentioned these factors in its decision, it was in response to concerns raised by McCallum, and the board dismissed several other factors as not within its authority. The board's failure to consider these factors despite the zoning code's requirement of their consideration showed the board's failure to proceed on the correct theories of law.

The board incorrectly placed the burden of proof on McCallum, when it should have been placed the burden on the Christiansens, who sought the permit. One board member and a land use specialist testified to that erroneous understanding.

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Last, one board member asked to abstain from voting, and the board refused his request. Because the court found the lower court had properly vacated the board's grant of the special use permit, the board's failure to allow Breunig to abstain was moot.

*Citation: McCallum v. Marathon County Board of Adjustment, Court of Appeals of Wisconsin, No. 01-1437 (2002).*

*see also: In re Estate of Anderson, 432 N.W.2d 923 (1988).*

**Injunction — City seeks to stop wood recycling operation**

*City cites odors, noise, and residential complaints*

CALIFORNIA (06/10/02) — The Greens owned properties within the Fresno city limits and operated a wood recycling business on one parcel located near a residential area. The subject property was zoned R-A, which provided the district was "intended to provide for the development of one-family residential estate homes in a semi-rural environment." Here, permitted uses included various agricultural functions.

Prior to buying the property, the Greens made their intentions known to the planning division of the development department. The department prepared a report providing the Green's proposed use of the property would not produce any significant adverse environmental effects.

In September 1999, the Greens bought the property in reliance on the city's representation. After the purchase, the Greens spent considerable time and money to prepare the property for the wood recycling operation.

In September 2000, the city attorney issued an opinion letter concluding the former development director incorrectly ruled the Greens could operate a wood recycling and storage facility on the property. They were asked to stop the operation.

The city attorney then sued to permanently stop the Greens. A number of neighbors had objected to the wood recycling business close to their homes. They specifically complained of dust, noise, and odors. The Greens responded to the complaints and noted, prior to their purchase, they were advised by noise experts the noise level of the machinery would be under the level permitted by the county noise ordinance. The Greens attributed the noise and odors to nearby farms.

The health inspector also received a number of complaints, which were investigated.

The court issued an order stopping the recycling business, and the Greens appealed. They argued the city could not stop the wood recycling operation because the Greens acted on the advice and consent of the city in acquiring, developing, and using the property.

The court found in favor of the city and ruled the Greens could not use the equitable estoppel defense because the city's actions upon which the Greens relied were "invalid." The court also noted the use of the property was in violation



of the zoning ordinance. Here, the wood recycling operation was determined to be "industrial."

**DECISION: Reversed.**

The lower court had to decide whether the Greens reasonably relied upon the city's actions when they built their operation.

Under certain circumstances, the Greens could successfully assert the city was equitably estopped from gaining injunctive relief, even if the Greens relied on an action by the development director that is deemed to be improper or illegal. The matter was remanded back to the superior court.

*Citation: City of Fresno v. Green, Court of Appeal of California, 5th App. Dist., FO37459 (2002).*

*see also: City of Long Beach v. Mansell, 476 P.2d 423 (1970).*

*see also: City of Imperial Beach v. Algert, 19 Cal. Rptr. 144 (1970).*

**Special Use Permit — Manufactured homes could not exceed 25 percent of housing in proposed districts**

**Owner seeks special permit for land outside the district**

NEW YORK (06/14/02) — Morgan challenged a recent amendment to the Code of West Bloomfield that restricted the growth of manufactured home development. The amendment created three manufactured districts and provided "at no time shall the number of housing units in manufactured home parks exceed 25 percent of all single family dwellings situated on privately owned lots."

Morgan's property was located outside the proposed districts in a "rural-agricultural area" where residential uses could "only be permitted at very low densities." The area also had "prime agricultural land" where such development was further restricted.

Morgan challenged the validity of the amendment and claimed he was entitled to apply for a special use permit. Both Morgan and the town asked the court for judgment without a trial and were denied. Both appealed.

**DECISION: Judgment granted.**

The court granted judgment in the town's favor.

There was a strong presumption the amendment was valid, and this presumption could only be overcome by proof beyond a reasonable doubt that the amendment was unreasonable and arbitrary. The court found no such evidence, nor did the court find evidence of exclusionary zoning. Here, manufactured home parks continued as a permitted use in the town.

Finally, the court rejected the argument that the plaintiffs are entitled to apply for a special use permit. The court noted that "entitlement to a special use permit is not a matter of right."

*Citation: Morgan and Filippo v. Town of West Bloomfield, 614, CA 01-02581, Supreme Court of New York, Appellate Division, 4th Department.*  
*see also: Preble Aggregate v. Town of Preble, 694 N.Y.2d 788.*

**Spot Zoning — Councilman proposes downzoning property to disallow apartments**

**Developer claims no legitimate public concerns warranted the change**

TEXAS (06/12/02) — In 1994, a developer purchased property that was zoned to allow the construction of multi-family apartment complexes. In 1999, a city councilman, who represented the district in which the developer's property was located, proposed the property be downzoned to a classification in which offices and other business development would be allowed, but no apartments. After an open hearing, the city enacted a new zoning ordinance that resulted in the downzoning.

The developer filed for court order stopping the rezoning, alleging there was no legitimate public concerns warranting a change in zoning. The developer also alleged the councilman had an ulterior motive for proposing the change and the change amounted to impermissible "spot zoning."

The trial court granted judgment without a trial to the developer, and the city appealed.

**DECISION: Reversed.**

The rezoning was reasonable and appropriate.

The reasonableness of a zoning law is a question of law for the judge to decide. Here, the nearby citizens had the following concerns: the need for an appropriate buffer zone for the nearby residential area, an aversion to the construction of apartments which would overlook family residences, and approximately 1,000 signatures of area residents opposed to the apartment development.

The court determined the city raised a number of arguable issues of fact related to the potential adverse effects on the adjacent homes and local traffic area that would be exacerbated by the development of the apartment complex. Thus, the developer failed to carry its burden to demonstrate no valid relationship between the rezoning and public welfare.

The court also rejected the argument that the downzoning was impermissible "spot zoning." The city clearly demonstrated issues existed relating to the general welfare when it rezoned the area.

*Citation: City of San Antonio v. Arden Encino Partners LTD., Court of Appeals of Texas, 4th Dist., San Antonio, No. 04-01-00008-CV (2002).*

*see also: Thompson v. City of Palestine, 510 S.W.2d 579 (1974).*

*see also: Houston & T.C. Railway Co. v City of Dallas, 84 S.W. 648 (1905).*

**Nonconforming Use — Animal shelter added holding pens and gravel pad**  
**Was this an expansion of a previous nonconforming use?**

INDIANA (06/11/2002) In 1973, the City of Muncie adopted a zoning ordinance that zoned an area where the Society for the Prevention of Cruelty to Animals (SPCA) had a facility as a "R-1 Residence Zone." SPCA continued to operate the facility as a valid nonconforming use. When the ordinance was amended, SPCA had been using one building for the housing of animals.

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Since then, SPCA added holding pens and a gravel pad measuring about 45 feet by 50 feet. The animals were not held in the pens, as they were used as a temporary holding area.

On June 22, 2000, after becoming aware of the holding pens, the city filed a verified complaint against SPCA, alleging the pens and pads violated the zoning ordinance. The trial court found for the city and granted a temporary and permanent order.

The court also determined the SPCA had expanded the nonconforming use beyond the one building that was in existence at the time the zoning ordinance passed. Thus, the court concluded, the SPCA was in violation of the zoning ordinance.

SPCA appealed.

**DECISION: Affirmed.**

The holding pens and pad occupied a larger area of the land than was occupied at the time of the zoning ordinance's enactment. The court also noted the SPCA actually moved the animal shelter to another location on the lot after the holding pens and pad were constructed and thus violated the ordinance.

*Citation: Society for Prevention of Cruelty to Animals v. City of Muncie, Court of Appeals of Indiana, 2nd Dist., No. 18A02-0201-CV-30 (2002).*

*see also: Berkley v. Kosciusko County Board Of Zoning Appeals, 607 N.E.2d 730 (1993).*

*see also: Stuckman v. Kosciusko County Board of Zoning appeals, 506 N.E.2d 1079 (1987).*

**Nonconforming Use — Property owners are paid by dealers to store cars**  
**State argued use was illegal because no license for salvage operation**

OHIO (06/11/02) — In August 1993, the Volberts purchased a parcel of land in Jackson Township. Since 1994, they stored automobiles on the property, which were later moved to another location and crushed. The Volberts also derived revenue from local used car dealers who stored automobiles there.

The Volberts owned another property where they conducted a licensed automobile salvage operation. These facilities were separate operations. Any of the automobiles ultimately used for parts were moved to the licensed location for salvage.

In 1997, the township enacted a zoning resolution restricting the land within the township to residential use only. In 2001, the Volberts were notified they violated the statute because they willfully allowed open storage of junk motor vehicles for more than 10 days. The Volberts answered with a plea of not guilty.

The lower court found for the Volberts, deciding their use of the property served a "commercial purpose" and constituted a valid nonconforming use. The state appealed.

The state argued the Volberts' use of the property was illegal because they did not have a license to operate the salvage operation at that location. The state further contended, since the use was not legal, it was not exempt as a valid nonconforming use.

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The Volberts answered no salvage operations were conducted at the subject property and they did in fact have a license to operate salvage operations at the other location.

**DECISION: Affirmed.**

The car storage was a valid nonconforming use.

The township had the initial burden of proving a zoning violation. Here, the present use by the Volberts violated the zoning ordinance absent their proving a valid nonconforming use. Then, the Volberts had to prove their valid nonconforming use lawfully existed prior to the enactment of the subject zoning ordinance.

The court noted the Volberts collected rent at the property. No salvage operations were conducted there. Income derived from the property also came from the automobiles that were finally crushed at the other location. Therefore, the use was indeed lawful prior to the enactment of the zoning ordinance. Thus, the use was deemed to be a "bona fide commercial operation."

*Citation: State of Ohio v. Volbert, Case Nos. 1-01-169, 170, 171, & 172, Court of Appeals of Ohio, 3rd App. Dist., Allen Co. (2002).*

*see also: Petri v. Richmond Heights, 449 N.E.2d 768 (1983).*

*see also: State v. DeHass, 227 N.E.2d 212 (1967).*

**Billboards — Ordinance regulated signs to certain districts**  
**Ordinance challenged on basis it violated the zoning procedure law**

GEORGIA (06/10/2002) — Questco Ltd. attempted to erect a billboard sign, and the city denied approval, pointing to the sign ordinance. The ordinance divided the city into districts and regulated the uses of signs relative to the districts in which the signs were erected.

Questco challenged the validity of the subject ordinance and demanded to be compensated for lost profits and attorney fees. The basis of the challenge was the ordinance was enacted in violation of the city's Zoning Procedure Law (ZPL). The city responded the regulation of billboard signs was more like regulation of business licenses, and the ordinance was not subject to the ZPL.

The trial court determined the sign ordinance was enacted in violation of the ZPL. The court also denied damages of attorney fees and lost profits. The city appealed.

**DECISION: Affirmed.**

The sign ordinance was invalid because it was not enacted in accordance with the ZPL.

The sign ordinance was enacted to regulate the uses and development standards of property by means of zones or districts in which signs might be erected. In reading the ordinance as a whole, the city was divided into districts, and signs were regulated within those districts.

The court rejected the demand to award Questco attorneys' fees and lost profits.

*Citation: City of Walnut Grove v. Questco LTD., Supreme Court of Georgia, No. S02A0736, S02X0737 (2002).*

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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor <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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

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Mr. Philip Shaw, Architect, appeared before the Board to present the plans and scale model for use of the Turan-Foley property as the future Justice Court and County off-site storage buildings. After full discussion, Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER APPROVING THE PLANS FOR RENOVATION OF THE TURAN-FOLEY  
PROPERTY AND AUTHORIZING THE ARCHITECT, PHILIP SHAW, TO PREPARE  
BID DOCUMENTS THEREFOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the plans for renovation of the Turan-Foley property, same being on file with the Clerk of the Board; and the Board does HEREBY AUTHORIZE architect Philip Shaw to prepare the bid documents for said project.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

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

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

THIS, the 7th day of October 2002.

\* \* \*

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**OCTOBER 2002 TERM**

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

**ORDER AUTHORIZING PHILIP SHAW TO PREPARE BID SPECIFICATIONS FOR  
REMOVAL OF UNDERGROUND STORAGE TANKS AND RAMP ON THE  
TURAN-FOLEY PROPERTY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE Philip Shaw to prepare bid specifications for removal of underground storage tanks and ramp on the Turan-Foley property.

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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

The Board recessed for five minutes to inspect the new fire trucks. After the inspection the meeting resumed and Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF THE NEW TANKER TRUCKS FOR USE BY  
THE HARRISON COUNTY FIRE SERVICES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the following new tanker trucks for use by the Harrison County Fire Services:

**HARRISON COUNTY FIRE SERVICES  
NEW TANKER PLACEMENT AND OUT OF SERVICE TRUCK PLAN**

- Cuevas Station – GMC (E-1) take out of service**  
Send tanker from Wortham Rd. to Cuevas  
Send new tanker to Cuevas
  - Delisle Station - Send GMC tanker to West Harrison Central**  
Send new tanker to Delisle
  - W. Harrison Station - Take brush/rescue out of service**  
GMC from Delisle to replace brush/rescue
  - Lizana Station - Take brush/rescue out of service**  
Send new tanker to Lizana to replace brush/rescue
  - W. Wortham Station - Send tanker to Cuevas**  
Send new tanker to W. Wortham
  - Saucier Station - Take brush/rescue out of service\***  
- Send new tanker to Saucier
  - N. Woolmarket Station - Send International 4-Door to Success**  
Send new tanker to N. Woolmarket to replace  
International 4-Door
- \*May need to keep brush/rescue at Saucier Station until new engine bay is built and keep new truck at W. Wortham Station until new bay is constructed at Saucier Station.**

**This replacement plan will be an increase in water delivery for all stations.**

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

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

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

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Mr. Gary Simmons, with DMS Mail Management, appeared before the Board to discuss cost saving options for postal services for Harrison County. The County Administrator was requested to check into terms of contract for termination of lease for postal machine before the Board action.

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

**ORDER TAKING UNDER ADVISEMENT PROPOSAL FROM DMS MAIL  
MANAGEMENT FOR POSTAL SERVICES FOR HARRISON COUNTY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY TAKE UNDER ADVISEMENT the proposal from DMS Mail Management for postal services for Harrison County.

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

Supervisor <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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*



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

**ORDER ACKNOWLEDGING RECEIPT OF VARIOUS CHECKS AND CASH TOTALING  
\$298.50 RECEIVED BY THE TAX ASSESSOR AS FEES COLLECTED FOR COPIES  
OF MAPS AND REAL PROPERTY DATA RELEASE FOR THE MONTH OF AUGUST  
2002 TO BE DEPOSITED IN THE HARRISON COUNTY GENERAL FUND**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT of various checks and cash totaling \$298.50, received by the Tax Assessor as fees collected for copies of maps and real property data release for the month of August 2002, to be deposited in the Harrison County General Fund.

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

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

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

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

**ORDER APPROVING TRAVEL FOR EMPLOYEES OF THE TAX ASSESSOR'S  
OFFICE, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following travel for employees of the Tax Assessor's Office:

Robert Jackson and Thomas McAdams to attend the IAAO School in Diamondhead, Mississippi October 14-18, 2002, the estimated cost being \$890.00.

Guy Jarman to attend an Appraisal School in Ocean Springs, Mississippi October 24, 2002, the estimated cost being \$129.00.

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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

**ORDER APPROVING PURCHASE OF ONE NEC 1550V LCD 15" FLAT SCREEN  
MONITOR, FROM T&T DATA SERVICES, AT A COST OF \$415.00, PAYABLE  
FROM INTERFACE FUNDS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE purchase of one NEC 1550V LCD 15" flat screen monitor, from T&T Data Services, at a cost of \$415.00, payable from Interface Funds,

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

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

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

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

**ORDER ACKNOWLEDGING RECEIPT OF THE LIST OF THE 2001 PERSONAL  
PROPERTY UNPAID TAXES AS PRESENTED BY THE TAX ASSESSOR, PER LIST  
ON FILE WITH THE CLERK OF THE BOARD**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT of the list of the 2001 Personal Property unpaid taxes as presented by the Tax Assessor, per list on file with the Clerk of the Board.

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 <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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

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ORDINANCE NO. 0209HC177

Supervisor LARRY BENEFIELD moved the adoption of the following order:

AN ORDER CONCURRING WITH THE PLANNING  
COMMISSION TO APPROVE A ZONING MAP  
AMENDMENT. THE PROPERTY IS CURRENTLY ZONED  
A-1 (GENERAL AGRICULTURE) DISTRICT. THE  
REQUEST IS TO CHANGE THE ZONING DISTRICT  
CLASSIFICATION TO AN R-1 (LOW DENSITY  
RESIDENTIAL) DISTRICT.

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located south of Bethel and west of and adjacent to Hwy 67, should be rezoned for the purpose of building a house. The subject property is a 2-acre portion of ad valorem tax parcel number 0902-02-016.005. The Case File Number is 0209HC177.

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

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

DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 2; THENCE S00°35'29"W 546.80'; THENCE S70°10'00"E 459.56'; THENCE N00°35'29"E 241.63'; THENCE S70°34'42"E 295.30' TO THE POINT OF BEGINNING; THENCE N00°35'29"E 175.00'; THENCE S72°15'23"E 477.50' TO THE WEST MARGIN OF MISSISSIPPI HIGHWAY 67; THENCE ALONG SAID WEST MARGIN, S10°51'44"E 208.00'; THENCE N70°34'42"W 525.70' TO THE POINT OF BEGINNING, CONTAINING 2.000 ACRES.

The subject property is a 2-acr portion of ad valorem Tax Parcel Number 0902-02-016.005.

See attached site location map.

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

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

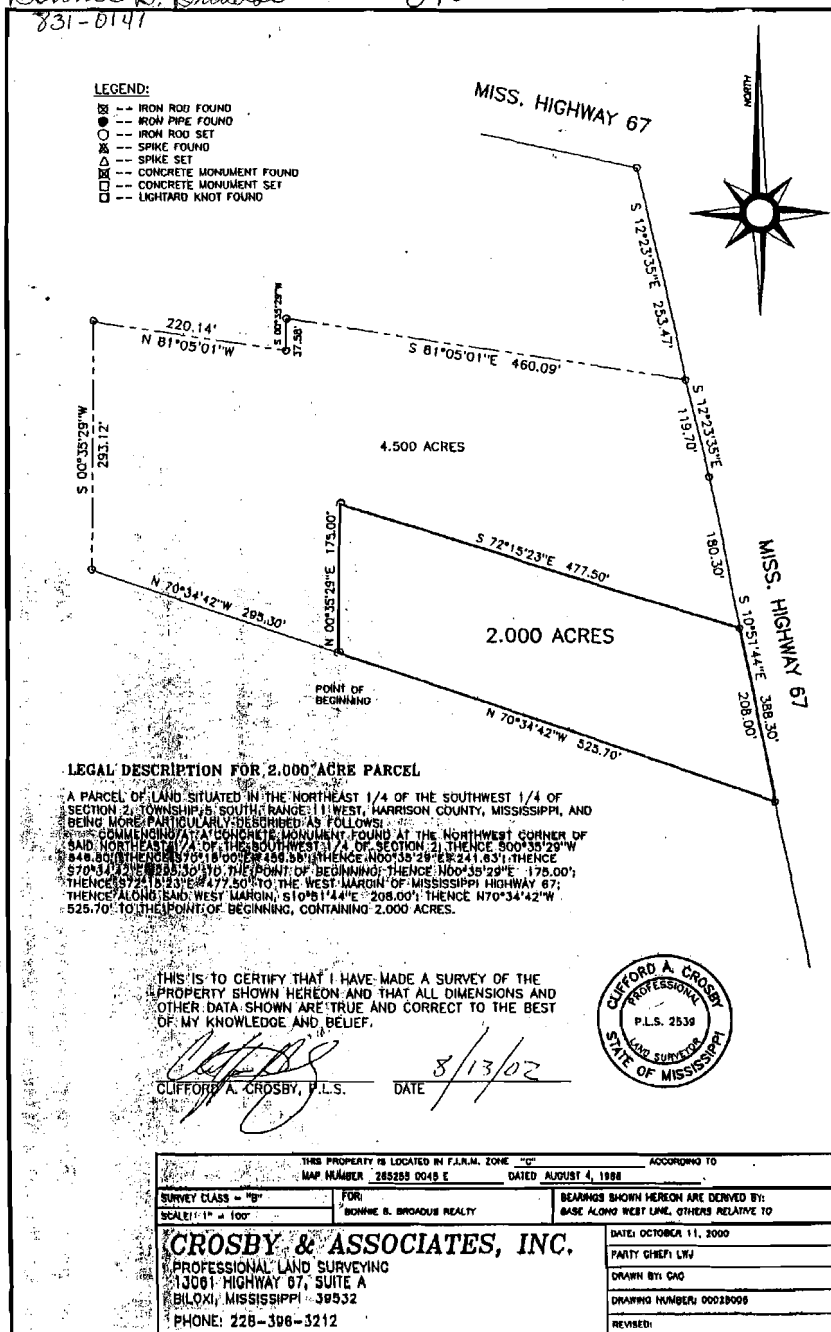
Supervisor BOBBY ELEUTERIUS	<u>AYE</u> ,
Supervisor LARRY BENEFIELD	<u>AYE</u> ,
Supervisor MARLIN LADNER	<u>AYE</u> ,
Supervisor WILLIAM MARTIN	<u>AYE</u> ,
Supervisor CONNIE ROCKCO	<u>AYE</u> ,

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 7<sup>th</sup> day of October, 2002.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

Donna W. Brodgar  
831-0141

010200 010100



22-acre portion  
of 0902-02-016.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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ORDINANCE NO. 0209HC180

Supervisor LARRY BENEFIELD moved the adoption of the following order:

AN ORDER CONCURRING WITH THE PLANNING  
COMMISSION TO APPROVE A ZONING MAP  
AMENDMENT. THE PROPERTY IS CURRENTLY ZONED  
R-1 (LOW DENSITY RESIDENTIAL) DISTRICT. THE  
REQUEST IS TO CHANGE THE ZONING DISTRICT  
CLASSIFICATION TO AN R-2 (MEDIUM DENSITY  
RESIDENTIAL) DISTRICT.

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of BJ Hurst Road, east of County Farm and south of I-10, should be rezoned for the purpose of replacing a manufactured home. The ad valorem tax parcel numbers of the subject property are 0509N-02-007.000 and 0509N-02-008.000. The Case File Number is 0209HC180.

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

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

DESCRIPTION:

0509N-02-007.000

PCL N OF S MAR OF SE 1/4 OF SE 1/4 CONTG. 2.2 AC SEC. 21-7-12

0509N-02-008.000

2.2 AC BEG 285 FT W OF SE COR SEC W 251.67 FT N 388 FT E 251.67 FT S 388 FT TO  
POB IN SE 1/4 OF SE 1/4 SEC 21-7-12

The ad valorem Tax Parcel Numbers are 0509N-02-007.000 and 0509N-02-008.000.

See attached site location map.

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



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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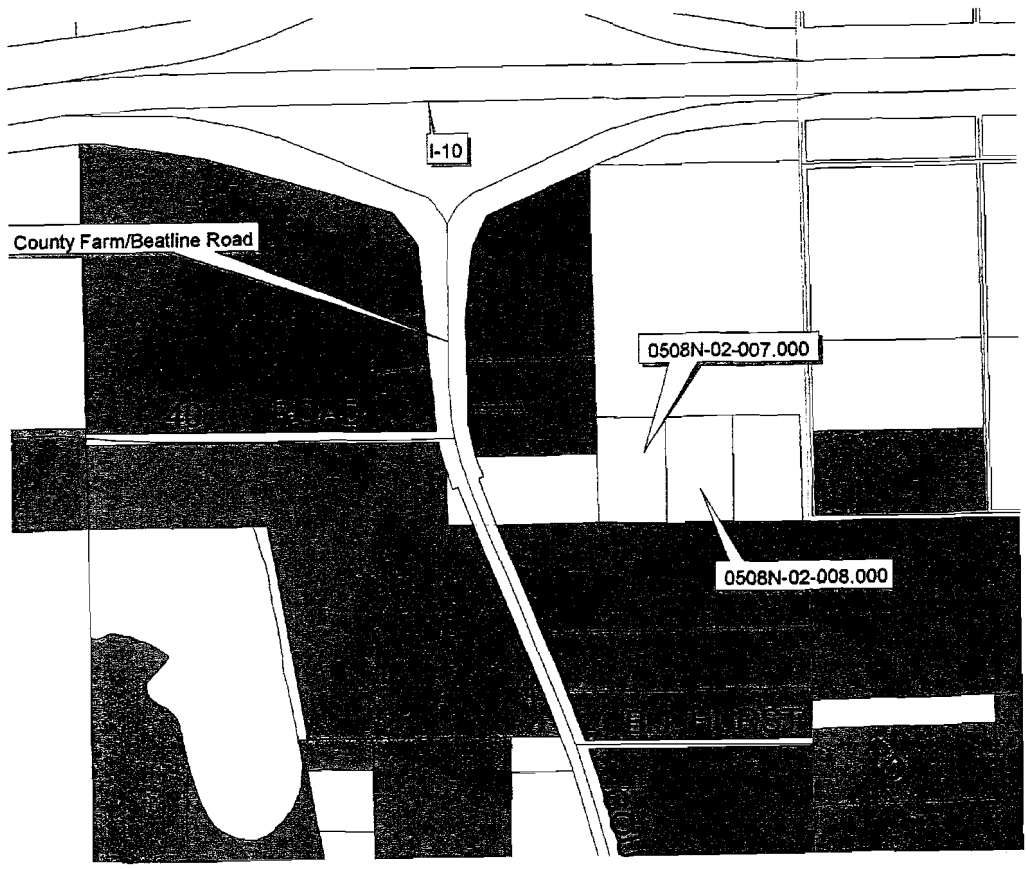
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Supervisor CONNIE ROCKCO seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

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

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 7th day of October, 2002.

**0209HC180**  
**Zoning Map Amend. & Conditional Use Permit**



300 0 300 600 Feet

- Zoning.shp
- A-1 General Agriculture
  - E-1 Very Low Density Residential
  - R-1 Low Density Residential
  - R-2 Medium Density Residential
  - R-3 High Density Residential
  - O-1 Office
  - C-1 Neighborhood Commercial
  - C-2 General Commercial
  - C-3 Resort Commercial
  - I-1 Light Industry
  - I-2 General Industry
  - MPC Master Planned Community



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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ORDINANCE NO. 0209HC181

Supervisor LARRY BENEFIELD moved the adoption of the following order:

AN ORDER CONCURRING WITH THE PLANNING  
COMMISSION TO APPROVE A ZONING MAP  
AMENDMENT. THE PROPERTY IS CURRENTLY ZONED  
R-1 (LOW DENSITY RESIDENTIAL) DISTRICT. THE  
REQUEST IS TO CHANGE THE ZONING DISTRICT  
CLASSIFICATION TO AN E-1 (VERY LOW DENSITY  
RESIDENTIAL) DISTRICT.

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of and adjacent to B Saucier Road and west of Saucier Lizana Road, should be rezoned for the purpose of placing a manufactured home. The ad valorem tax parcel number of the subject property is 0603D-02-011.000. The Case File Number is 0209HC181.

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

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

DESCRIPTION:

PAGORIA, MARGARET-DC- 1476/637 BEG AT SE COR OF 6 AC TRACT OWNED BY J H DENNING IN NW 1/4 OF NW 1/4 SEC 14-5-12 RUN E 313 FT N 209 FT W 313 FT S 209 FT TO BEG BEING 1.5 AC M/L SEC 14-5-12

The ad valorem Tax Parcel Number is 0603D-02-011.000.

See attached site location map.

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

**MINUTE BOOK**  
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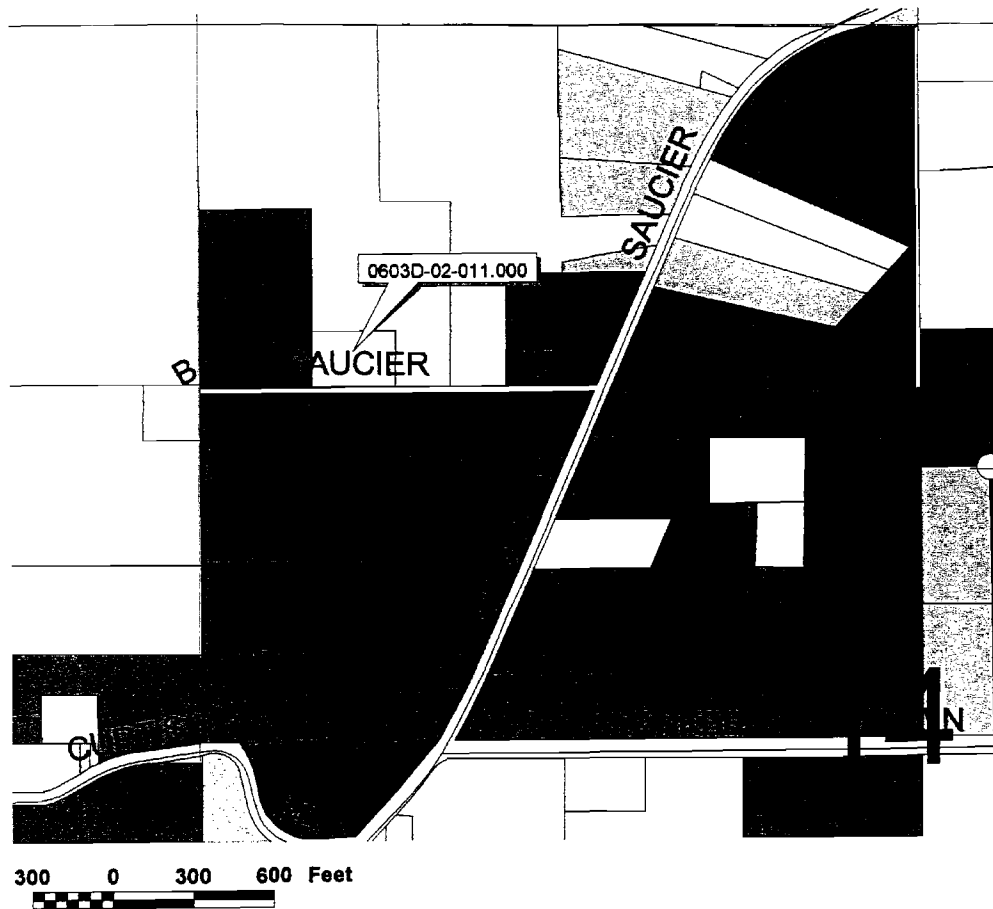
Supervisor CONNIE ROCKCO seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

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

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 7th day of October, 2002.

# 0209HC181

## Zoning Map Amend. & Conditional Use Permit



- Zoning.shp
- A-1 General Agriculture
  - E-1 Very Low Density Residential
  - R-1 Low Density Residential
  - R-2 Medium Density Residential
  - R-3 High Density Residential
  - O-1 Office
  - C-1 Neighborhood Commercial
  - C-2 General Commercial
  - C-3 Resort Commercial
  - I-1 Light Industry
  - I-2 General Industry
  - MPC Master Planned Community



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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**ORDINANCE NO. 0209HC184**

Supervisor Larry Benefield moved the adoption of the following order:

AN ORDER CONCURRING WITH THE PLANNING  
COMMISSION TO APPROVE A ZONING TEXT  
AMENDMENT TO AMEND SECTION 415 TABLE OF  
USES: AUTOMOBILE AND TRUCK REPAIR AND  
MAINTENANCE.

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and suitability for particular purposes, the following Text Amendment will amend Section 415 Table of Uses: Automobile and truck repair and maintenance. The Case File Number is 0209HC184.

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

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following intent of the amendment is to permit automobile and truck repair and maintenance with a Conditional Use Permit in the C-2 and by right in the I-1 & I-2 Districts. The proposed text is as follows:

Automobile and truck repair and maintenance: Allowed by conditional use permit (C) in C-2 District and by right (R) in I-1 & I-2 Districts.

All conditional use permits for this activity shall meet the following criteria:

- a. The facility shall be primarily intended for minor repairs and the maintenance of automobiles and trucks.
- b. Major repair such as engine dismantling, body work and vehicle painting shall not be permitted in connection with such use.
- c. All minor repair, maintenance activity, storage and similar activities shall be carried on entirely within an enclosed building.
- d. All materials intended for recycling shall be stored within an enclosed building; materials intended for disposal shall be placed within a container approved for the purpose.
- e. Long term parking or storage of vehicles awaiting repair is prohibited.

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

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor CONNIE ROCKCO seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

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

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 7th day of October, 2002.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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ORDINANCE NO. 0209HC185

Supervisor LARRY BENEFIELD moved the adoption of the following order:

AN ORDER CONCURRING WITH THE PLANNING  
COMMISSION TO APPROVE A ZONING MAP  
AMENDMENT. THE PROPERTY IS CURRENTLY ZONED  
A-1 (GENERAL AGRICULTURE) DISTRICT. THE  
REQUEST IS TO CHANGE THE ZONING DISTRICT  
CLASSIFICATION TO AN C-2 (GENERAL  
COMMERCIAL) DISTRICT.

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located south of West Adams Road and west of and adjacent to Hwy 49, should be rezoned for the purpose of opening an automobile and truck repair and maintenance business. The ad valorem tax parcel number of the subject property is 0704C-01-035.000. The Case File Number is 0209HC185.

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

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property **be rezoned from its present classification of a A-1 (General Agriculture) District to that of an C-2 (General Commercial) District.**

DESCRIPTION:

1.5 AC(C) COM AT NE COR OF NW1/4 OF SEC 30 S ALONG 1/2 SEC LINE 308.8 FT E 404.8 FT TO W MAR OF HWY 49 SLY ALONG HWY 360.3 FT TO POB N 87 DG W 458.3 FT S 133.4 FT S 85 DG E 454.5 FT TO HWY NLY ALONG HWY 150.2 FT TO POB BEING PART OF N1/2 OF SEC 30-5-11

The ad valorem Tax Parcel Number is 0704C-01-035.000.

See attached site location map.

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



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

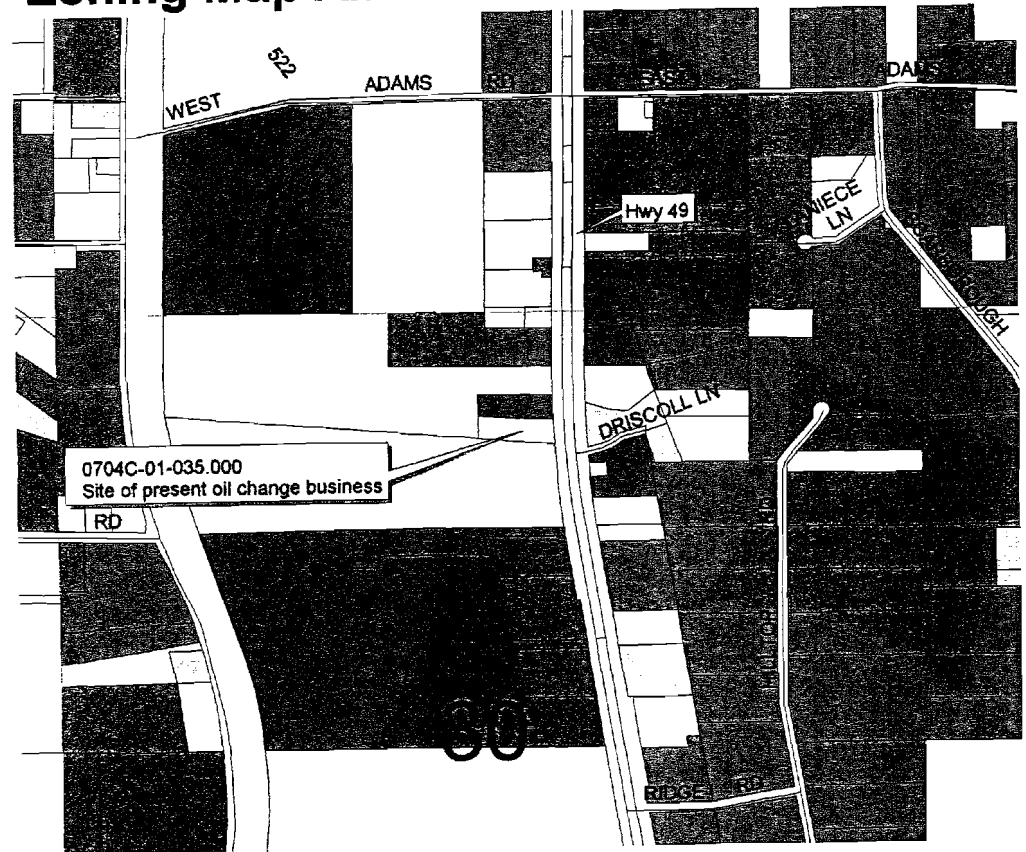
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Supervisor CONNIE ROCKCO seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

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

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 7th day of October, 2002.

# **0209HC185** **Zoning Map Amendment & Conditional Use Permit**



- Zoning.shp**
- A-1 General Agriculture
  - E-1 Very Low Density Residential
  - R-1 Low Density Residential
  - R-2 Medium Density Residential
  - R-3 High Density Residential
  - O-1 Office
  - C-1 Neighborhood Commercial
  - C-2 General Commercial
  - C-3 Resort Commercial
  - I-1 Light Industry
  - I-2 General Industry
  - MPC Master Planned Community



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

**ORDER APPROVING REMOVAL OF PERSONNEL FROM PAYROLL, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE removal of the following personnel from payroll:

Elsie Campbell, Youth Court Shelter, Cook, effective September 2, 2002, deceased.

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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

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

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

Melissa A. King, Human Services, Clerical Support, regular full time at a rate of \$637.00 bimonthly, effective September 24, 2002, replacing Karen Herrin who was making \$669.06 bimonthly.

Ronald Davis, Sand Beach, Equipment Operator I, regular full time at a rate of \$9.00 an hour, effective October 2, 2002, replacing Henry Ruppel who was making \$9.19 an hour.

Reletha Polk, Youth Court Shelter, Title change from Relief Child Care Worker to Cook, status change from regular part time to regular full time, salary increase from \$7.72 an hour to \$8.10 an hour, effective October 1, 2002, replacing Elsie Campbell who was making \$8.59 an hour.

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

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

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

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

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

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

1. \$178.54 to Dunaway Glass on claimant Tammy Boney, as recommended by Safety Officer Richard Quave.
2. \$363.20 to Associated Adjusters Inc. for services rendered on claimant David Ervin.
3. \$852.03 to Associated Adjusters Inc. for services rendered on claimant Blanche Bonin.
4. \$921.97 to Associated Adjusters, Inc. for services rendered on claimant Rosie Crutcher.

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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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Supervisor MARLIN R. LADNER moved adoption of the following:

**ORDER ACCEPTING THE BID OF OEC/OFFICE FURNITURE USA FOR BID #017 -  
MULTI-PURPOSE CHAIRS FOR THE HEALTH DEPARTMENT BUILDING, AT A  
COST OF \$84.97 EACH FOR CHAIRS WITH ARMS AND \$59.86 EACH FOR  
CHAIRS WITHOUT ARMS**

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

1. That this Board, at a meeting heretofore held on the 29th day of July 2002, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Notice of Invitation to Bid for Bid #017 - Multi-purpose Stacking Chairs for the new Health Department Building in Harrison County, Mississippi.
2. That as directed in the aforesaid Order, said Notice of Invitation to Bid was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Notice of Invitation to Bid was published on the 24<sup>th</sup> and 31<sup>st</sup> days of August 2002.
3. That publication of said Notice of Invitation to Bid has been made once each week for two consecutive weeks, the last of which was at least seven working days prior to September 20, 2002, 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**  
**OCTOBER 2002 TERM**

## PROOF OF PUBLICATION

NOTICE OF INVITATION TO BID  
 Sealed bids will be accepted by the Board of Supervisors of Harrison County, Mississippi, at the Board Meeting Room in the First Judicial District Courthouse in Gulfport, Mississippi, until the hour of 10:30 A.M. on September 20, 2002, for the purchase of the following:

BID #017 Multi-purpose Stacking Chairs for the new Health Department Building. Specifications and Bid Form for Bid #017 may be obtained from the Harrison County Purchasing Department located in the First Judicial District Courthouse at 1801-23rd Avenue in Gulfport, MS. The office telephone number is (228) 885-4028. Technical questions not addressed in the bid specifications should be submitted in writing to be forwarded to the Board of Supervisors representative for this project, Mr. Dwight Jenkins of the Harrison County Health Department, office telephone number (228) 831-5151.

All bids must be on file with the Clerk of the Board prior to the scheduled bid opening time. All bids must show the Bidder's name and address. All bids must be sealed and clearly marked on the outside of the envelope as indicated: "Bid No. 017 to be opened on September 20, 2002." Envelopes not so marked are submitted at the risk of the Bidder and the County assumes no responsibility for the premature opening of same by any County Employee.

Bids sent through the United States Mail are done so at the risk of the Bidder, they should be addressed to the Harrison County Board of Supervisors, in care of the Harrison County Purchasing Department, at Post Office Drawer "CC", Gulfport, Mississippi, 39502. The county is NOT responsible for bids that are mailed to the wrong address or bids that arrive in the mail after the designated opening time. Bids may also be hand delivered to the Harrison County Purchasing Department located in the First Judicial District Courthouse at 1801-23rd Avenue in Gulfport, Mississippi, 39501, until 5:00 P.M., on September 19, 2002, or to the Board of Supervisors meeting room at the First Judicial District Courthouse in Gulfport, Mississippi September 20, 2002, prior to the bid opening time listed above in this notice.

The Board of Supervisors or its representatives, will meet at the time and in the place stated first above in this Notice and will then and there open, read aloud, consider and take such action as may have been directed by the Harrison County Board of Supervisors on bids received in accordance with this notice. Harrison County reserves the right to reject any and all bids and to waive informalities. By Order of the Harrison County Board of Supervisors, Bid #017 was formally adopted on July 29, 2002.  
 JOHN MCADAMS  
 CLERK of the Board of Supervisors  
 Harrison County, Mississippi  
 (SEAL)  
 D-14,adv24,2Set 501167

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Markell Miles who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and that publication of the notice, 2 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. 118 No., 328 dated 24 day of August, 20 02  
 Vol. 118 No., 335 dated 31 day of August, 20 02  
 Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
 Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
 Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
 Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
 Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

Markell Miles  
 Clerk

Sworn to and subscribed before me this 3rd day of September, A.D., 20 02

Dee Elaine Miller  
 Notary Public

My Commission Expires April 30, 2005

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

4. On September 9, 2002 this Board designated its representatives to receive bids on September 20, 2002.

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

**TABULATION SHEET FOR BID # 017  
 MULTI-PURPOSE STACKING CHAIRS  
 FOR THE NEW HEALTH DEPARTMENT BUILDING**

BIDDERS		
PRODUCT	OEC / OFFICE FURNITURE, USA	HANCOCK BUSINESS FURNISHINGS
"FIXTURES" MODEL 20013 MULTI-PURPOSE CHAIR WITHOUT ARMS OR EQUALIVENT	\$59.86	\$90.15
"FIXTURES" MODEL 20113 MULTI-PURPOSE CHAIR WITH ARMS OR EQUALIVENT	\$84.97	\$109.05

\*\* BIDS WERE OPENED ON SEPTEMBER 20, 2002



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

**MINIMUM Specifications** and the Bid Form for the purchase of one hundred (100) to two hundred (200) Multi-Purpose Stacking Chairs for the new Health Department Building in Gulfport, MS

**GENERAL:**

1. Bids shall include delivery to a designated job site in Gulfport, Mississippi.
2. Bids prices shall remain valid for sixty (60) days beginning with the bid opening date.
3. We have examined the "Fixtures" Product Models 20013 and 20113 and hope to receive prices for chairs with the same design, construction, specifications and warranties. **Note:** The use of a brand name in these specifications is to provide prospective bidders with the product standard, and warranties for the chairs we want to purchase, other offers will be given equal consideration.
4. All bids must include **color pictures or brochures** and the **technical specifications** for the chairs being offered.
5. The County reserves the right for a visual inspection of sample chairs prior to the bid award.

**CONSTRUCTION SPECIFICATIONS:**

**One piece Design**, Textured Opaque or Translucent Thermoplastic

Chair Seat and Back (open or perforated backs are unacceptable)

1/2" Solid Steel Continuous Rod Welded Chair Frame and leg

Bright Chrome or Epoxy Finish on Metal Parts of the Chairs

12 lb. Overall Weight

19" x 15" Back Width and Height

20" Overall Width

23" Overall Depth

31" Overall Height, 17" Seat Height, 19" x 15" Back Height,

8" Arm Height (distance from the seat)

Arms, Urethane Foam Upholstered over 1/2" Solid Steel Welded Rod

Chairs meet or exceed ANSI/BIFMA X5.1 durability and safety standards

**CHAIR COLOR CHOICES WITH OR WITHOUT ARMS:** Plum (Grape),

Mediterranean (Teal), Black, Canyon (Orange), Burgundy (Maroon),

Spruce (Green), Adobe (Tan), and Aqua (Blue /Green)

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

Vendor Complies: ☒

**PLEASE CHECK EACH LINE TO SHOW COMPLIANCE OR TO NOTE EXCEPTIONS**

**BID PRICES**

STOCK AND OR /CUSTOMIZED COLOR CHAIR WITHOUT ARMS

\$ 59.86 EACH

STOCK AND OR /CUSTOMIZED COLOR CHAIR WITH \*ARMS

\$ 84.97 EACH

MANUFACTURER AND MODEL NUMBER: Fixtures 20013 # 20113

WARRANTY: 10 year

DELIVERY SCHEDULE: 3-4 weeks

I CERTIFY THAT THE CHAIRS OFFERED MEET OR EXCEED SPECIFICATIONS AND PRODUCT GUIDELINES

DATE: September 11, 2002

VENDOR: DEC

SIGNED BY (NAME AND TITLE) Lori DeQua Store Manager

ADDRESS: 525 Pass Rd Gulfport Ms. 39507

TELEPHONE: 228-868-1040 FAX: 228-864-0040

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

BID #017 TO BE OPENED ON SEPTEMBER 20, 2002

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

## D Chair®

Arm, Side and Tablet Chairs in Thermoplastic and Upholstery

### APPLICATIONS

Informal Seating, Multi-Purpose and Cafeteria Break Room.

### CONSTRUCTION

**Frame:** 1/2" Solid Steel Continuous Rod Welded Steel Arm Supports

**Finish:** Bright Chrome or Epoxy Finish on Metal Parts.

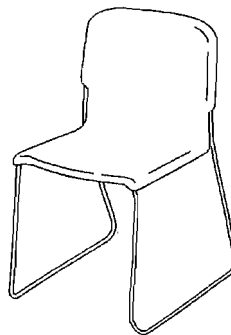
**Seat & Back:** Textured Opaque Thermoplastic or Textured Translucent Thermoplastic.  
Upholstered 1" Urethane Foam on One Piece Molded Plywood. Meets California 117 Fire Code.  
Plywood; 1/4" Urethane Foam for Back of Back.

**Arms:** Black Urethane Foam over 1/2" Solid Steel Welded Rod, Model 20113. Upholstered over Light Urethane Pad, Model 20111.

**Glides:** Clear Plastic. See Options.

**Tablets:** 1" x 12 ga. Steel Tube Frame, 3/4" Black Plastic Edge, High-Pressure Laminate Work Surface 5/8" Thick High-Density Particle Board and a Moisture Resistant Bottom Surface.

Optional: 15" x 20" Oversized Tablet Available (See Options).



### STACKABILITY

	Floor	Dolly
Thermoplastic:	12	45
Thermoplastic with Arms:	4	12
Fully Upholstered or AB Pad:	6	20
Fully Upholstered or AB Pad with Arms:	4	12
Thermo Flip-up Tablet:	6	6
Upholstered Flip-up Tablet:	6	6
Dolly:	See Dolly Section pp. 170-171. Use with Four-Wheel Dolly #00009.	

### DIMENSIONS

	Thermoplastic	Fully Uphols.	Tablet Chair/Thermoplastic	Tablet Chair/Fully Uphols.
Overall Width:	20013...20" 20113...25"	20011...20" 20111...25"	20814, 20914...24"-29"	20815, 20915...24"-29"
Overall Depth:	23"	22"	28"	29"
Overall Height:	31"	32"	37"	37"
Arm Height (from Seat):	8"	7"	N/A	N/A
Seat Width/Depth:	18" x 16"	18" x 16"	18" x 16"	18" x 16"
Seat Height:	17"	18"	17"	18"
Back Width/Height:	19" x 15"	20" x 15"	19" x 15"	20" x 15"
Tablet:	N/A	N/A	13" x 20" x 11"	13" x 20" x 11"
Weight:	20013...12 Lbs. 20113...15 Lbs.	20011...17 Lbs. 20111...19 Lbs.	22 Lbs.	26 Lbs.
COM:	N/A	20011...1.2 Yds. 20111...1.5 Yds.	N/A	20815...1.2 Yds. 20915...1.2 Yds.

### STANDARDS

Meets or exceeds ANSI/BIFMA X5.1 durability and safety standards. The Upholstered D Chair® can pass CAL 133 fire standards with "CA" option. The thermoplastic D Chair® in Black and Burgundy can pass CAL 133 fire standards with the "CF" option.

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

Freight rates are subject to change without notice and apply to shipments in the U.S. only. Please note any special delivery needs on your purchase order. Fixtures Furniture will work with your company and the freight carrier to try and accommodate your delivery needs. Fixtures Furniture will make every effort to work with the freight carriers, but cannot be responsible for delivery schedule.

Request for postponement of shipment beyond the scheduled and verified ship date may be subject to a 25% holding and handling charge. Under no circumstances will orders be held more than 10 days past the scheduled ship date. Fixtures Furniture is not responsible for freight charges relating to re-consignment, re-delivery or storage of product after it has shipped from the factory.

#### Freight Responsibility and Claims

Carrier routing will be determined by Fixtures Furniture on all orders. When the customer selects the carrier, Fixtures Furniture is not responsible for the services provided by that carrier. Carrier is not liable after 15 days of delivery.

Fixtures Furniture has made special arrangements with selected freight companies for the handling of freight damage claims. All Fixtures Furniture shipments are put on the freight line free from damage and are signed for as such by the carrier's agent. Fixtures Furniture's responsibility for the product's safe delivery ceases at this point and responsibility is assumed by the carrier. As a service, Fixtures Furniture will file freight claims for F.O.B. origin, prepaid and add shipments under the following conditions:

Any shipments received with visible carton damage or shortages must be noted as "damaged" or "short" on the bill of lading and signed by the receiving agent as well as the carrier. The damaged cartons should then be inspected immediately to determine if there is product damage. If there is obvious product damage to the shipment upon receipt, refuse the shipment and note on the bill of lading "damaged and refused" before signing. An inspection of the contents of all cartons immediately upon arrival is recommended. Fixtures Furniture must be notified within 5 working days after product is delivered if any shortages or damages were found (including concealed damage that does not become apparent until the product is unpacked). Failure to note shortages and damages on the bill of lading, and/or failure to notify Fixtures Furniture within 5 working days after shipment receipt constitutes a waiver of claim. All other claims including concealed damage are not the responsibility of Fixtures Furniture. Contact Customer Service at (800) 821-3500 if shipment is not received within 10 days of shipment.

#### Returns

Returned merchandise will not be accepted without written approval from Fixtures Furniture Customer Service on a Return Authorization (RA) form. Once a RA is approved, merchandise must be returned to Fixtures Furniture prepaid, in the original cartons (with proper inner packing), addressed with return labels and accompanied by a copy of the RA form. Fixtures Furniture will refuse shipments of returned goods that do not meet these criteria. A minimum 35% restocking fee will be applicable for all approved returns. If the original shipment was shipped prepaid by Fixtures Furniture, freight charges will also be due for the original shipment.

#### FIXTURES FURNITURE WILL NOT ACCEPT RETURNS FOR THE FOLLOWING UNDER ANY CIRCUMSTANCES:

- Custom Items
- Items that have been fully or partially assembled
- Items invoiced more than 60 days ago

#### Cancellations

Orders entered and acknowledged may not be cancelled or changed without written cancellation request and Fixtures Furniture's consent. A minimum cancellation charge of 25% will be applied to orders cancelled while in production (verification date to ship date). Orders for custom items are not cancelable.

#### Change Orders

Orders entered and acknowledged may not be changed without a written change request. A fee may be applied to orders changed while in production.

#### Repair and Replacement

Any labor charges for correcting a problem must be submitted in writing (including invoice number) and approved by Fixtures Furniture Customer Service prior to corrective action. Labor charges will not be paid if the estimate was not submitted and approved prior to labor being completed.

#### Warranty

Fixtures Furniture hereby warrants to the original purchaser that the products manufactured by it shall be free of all substantial defects in original material and workmanship under normal use in standard office conditions for a period of ten (10) years from the date of purchase. Caster, gas lifts and functional mechanisms are warranted to be free from defects in material and workmanship under normal use for five (5) years. Standard upholstery materials are warranted for three (3) years under normal use. Glides and ganging devices are warranted for a period of one year. Within the specified periods of this warranty, Fixtures Furniture agrees, at our option, to repair, replace or refund the cost of the product or any portion of the subject product which proves to be defective in material or workmanship, provided that the buyer gives written notice. Fixtures Furniture does not warrant the matching of color, grain or texture. This warranty does not apply to: normal wear and tear, damages resulting from shipment, storage, alteration, misuse of the product or failure to provide proper care as well as reasonable and necessary maintenance or damage caused during product installation or reconfiguration. Additionally, all custom products are expressly excluded from this warranty. This expressed warranty is exclusive of all other warranties, expressed or implied, including without limitation any implied warranty of merchantability or fitness at our option, the replacement or repair of defective products. Authorization must be approved from Fixtures Furniture in writing prior to incurring any repair charges. All incidental or consequential damages which may arise, including, but not limited to, business losses, personal damage and third party liability are hereby expressly excluded. Fixtures Furniture shall not be liable for consequential, economic or incidental damages arising from any product defect. All custom products are excluded from this warranty.

#### Copyright

All material in this publication is protected under copyright.

*Fixtures*

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

**MINIMUM Specifications and the Bid Form for the purchase of one hundred (100) to two hundred (200) Multi-Purpose Stacking Chairs for the new Health Department Building in Gulfport, MS**

#### GENERAL:

1. Bids shall include delivery to a designated job site in Gulfport, Mississippi.
2. Bids prices shall remain valid for sixty (60) days beginning with the bid opening date.
3. We have examined the "Fixtures" Product Models 20013 and 20113 and hope to receive prices for chairs with the same design, construction, specifications and warranties. **Note:** The use of a brand name in these specifications is to provide prospective bidders with the product standard, and warranties for the chairs we want to purchase, other offers will be given equal consideration.
4. All bids must include color pictures or brochures and the technical specifications for the chairs being offered.
5. The County reserves the right for a visual inspection of sample chairs prior to the bid award.

#### CONSTRUCTION SPECIFICATIONS:

**One piece Design, Textured Opaque or Translucent Thermoplastic**

Chair Seat and Back (open or perforated backs are unacceptable)

1/2" Solid Steel Continuous Rod Welded Chair Frame and leg

Bright Chrome or Epoxy Finish on Metal Parts of the Chairs

12 lb. Overall Weight *< 15 in carton*

19" x 15" Back Width and Height *18 1/4 x 13 1/2*

20" Overall Width *20 3/4"*

23" Overall Depth *22"*

31" Overall Height, 17" Seat Height, 19" x 15" Back Height, *Seat Ht - 17 1/2 see specs.*

8" Arm Height (distance from the seat) *7 1/4"*

Arms, Urethane Foam Upholstered over 1/2" Solid Steel Welded Rod

Chairs meet or exceed ANSI/BIFMA X5.1 durability and safety standards

CHAIR COLOR CHOICES WITH OR WITHOUT ARMS: Plum (Grape),

Mediterranean (Teal), Black, Canyon (Orange), Burgundy (Maroon),

Spruce (Green), Adobe (Tan), and Aqua (Blue /Green)

Vendor Complies: *\*\*\**

Vendor Complies: *✓*

Vendor Complies: *✓*

Vendor Complies: *✓*

Vendor Complies: *✓*

Vendor Complies: *✓*

Vendor Complies: *✓*

Vendor Complies: *✓*

Vendor Complies: *✓*

Vendor Complies: *✓*

Vendor Complies: *✓*

Vendor Complies: *✓*

Vendor Complies: *✓*

Vendor Complies: *✓*

PLEASE CHECK EACH LINE TO SHOW COMPLIANCE OR TO NOTE EXCEPTIONS

*\*\*\*linear perforations allow air flow & direct flex @ lumbar*

#### BID PRICES

STOCK AND OR /CUSTOMIZED COLOR CHAIR WITHOUT ARMS

STOCK AND OR /CUSTOMIZED COLOR CHAIR WITH \*ARMS

*\$90.15 EACH 5000*  
*\$109.05 EACH 5003*

MANUFACTURER AND MODEL NUMBER *Shant-Active System 1-*

WARRANTY: *10 years*

DELIVERY SCHEDULE: *6 weeks*

I CERTIFY THAT THE CHAIRS OFFERED MEET OR EXCEED SPECIFICATIONS AND PRODUCT GUIDELINES

DATE: *9/19/02*

VENDOR: *Hancock Business Furnishings*

SIGNED BY (NAME AND TITLE) *Boyd Shaw - Owner*

ADDRESS: *2503-13th Street - Gulfport, MS 39501*

TELEPHONE: *228-865-0066* FAX: *228-864-2435*

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

BID #017 TO BE OPENED ON SEPTEMBER 20, 2002

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM






#### INTERLOCK STACKING CHAIRS™

5/8" x 1 1/4" 11 gauge metal steel frames. Foam in upholstered seat/back unit with sewing tailing. Elastic fabric seat and back support over interior powdercoated frame. Stacks 5 high freestanding, 10 high on 4829 dolly. Not available in vinyl, plush or leather upholstery. Designed by Thonet by Warren Snodgrass.

##### ORDERING:

Specify metal frame finish with suffix "C" Polished Chrome, "S" Satin Chrome, "P" Powdercoat and color. Add \$25 list upcharge for Polished Chrome. Add \$50 list upcharge for Satin Chrome finish.

COM MUST BE APPROVED FOR USE ON THIS CHAIR

STANDARD FABRIC GRADES											com + yds 13	CAL TB 133 rating and upcharge	dimensions	carton wt ship pt cat page	
8	9	10	11	12	leather										
	<b>4820 INTERLOCK STACK ARM CHAIR™</b>														
	648	660	672		761	N/A	666 + 1 1/2	2 50	W23 D24 H32 1/4 seat 20 x 16 1/2 H18 1/2 arm H25	C23, C46 (2) ST A20, B108					
	<b>4822 INTERLOCK STACK ARM CHAIR™</b>														
	672	684	696	722	785	N/A	690 + 1 1/2	2 50	W23 D24 H32 1/4 seat 20 x 16 1/2 H18 1/2 arm H25	C24 ST A20, B108					
	Upholstered arm cap.														
	<b>4828 CLEAR ELASTIC GANGING DEVICE</b>														
	23	set of two													ST A20, B108
	<b>4829 INTERLOCK DOLLY</b>														
	200													W24 D39 H54	C65 ST A20, B108
	Standard in 410 Black Powdercoat.														
	<b>10935105 INTERLOCK GLIDES</b>														
	10	Set of four.													

#### ATTIVA™ SYSTEM 1 PATENT #D333,044



1/2" steel wire frame supports a flexible polypropylene shell secured with ABS plastic molded and steel strap supports. Upholstered option of foam padded seat and back shell inserts with polypropylene interior. Arm option features one piece contoured flexible arm in polypropylene. Styles 5000 and 5002 stack 12 freestanding and 31 on the appropriate dolly. Styles 5002 and 5005 stack 10 freestanding and 20 on the appropriate dolly. Contact customer service for information on special color and F.R. Specs. **Front stretcher standard.** Designed for Thonet by Jerome Caruso.

##### ORDERING:

- 1) Specify metal frame finish with suffix "C" Polished Chrome, "S" Satin Chrome or "P" Powdercoat. Also specify Powdercoat color. Add \$20 list upcharge for Polished Chrome. Add \$50 list upcharge for Satin Chrome.
- 2) Specify polypropylene color arm with prefix "B" 410 Black, "E" 356 Medium Grey, "S" 361 Sand, "R" 503 Red, "U" 362 Burgundy, or "L" 363 Blue.
- 3) Specify polypropylene shell color with three digit number 410 Black, 356 Medium Grey, 361 Sand, 503 Red, 362 Burgundy or 363 Blue.

4) Attiva shells treated to pass CAL T.B. -133. Contact Customer Service.

**#5011 GLIDES RECOMMENDED FOR CHAIRS USED ON HARD SURFACE FLOORING. GLIDES SHOULD BE FACTORY INSTALLED. SPECIFY GLIDES IF NEEDED.**

	<b>5000 ATTIVA STACKING SIDE CHAIR</b>															
	170											1 55	<b>W20<sup>3/4</sup> D22 H31</b> <b>seat 18<sup>1/4</sup> x 18<sup>1/2</sup> H17<sup>1/2</sup></b>	C15, C60(4) ST A18, <b>B103</b>		
	<b>5002 ATTIVA STACKING SIDE CHAIR (UPHOLSTERED)</b>															
	284	290	296	310	340	449	293 + <sup>3</sup> / <sub>4</sub>	1 75	<b>W20<sup>3/4</sup> D22 H31</b> <b>seat 18<sup>1/4</sup> x 18<sup>1/2</sup> H18</b>	C16, C64(2) ST A18, <b>B103</b>						

This style can be manufactured to meet CAL T.B. -133 with an approved fabric selection.

STACKING CHAIRS 19










STACKING CHAIRS

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

**STACKING CHAIRS**

	STANDARD FABRIC GRADES						com + yds 13	CAL TB 133 rating and upcharge	dimensions	carton wt ship pt cat page	
	8	9	10	11	12	leather					
	<b>5003 ATTIVA STACKING ARM CHAIR</b>										
	210							1 55	W23 1/2 D22 H31 seat 18 1/4 x 18 1/2 H17 1/2 arm H24 3/4	C16, C64(4) ST A18, B103	
	<b>5005 ATTIVA STACKING ARM CHAIR (UPHOLSTERED)</b>										
	323	329	335	349	379	488	332 + 3/4	1 75	W23 1/2 D22 H31 seat 18 1/4 x 18 1/2 H18 arm H24 3/4	C17, C68(4) ST A18, B103	
	<b>5006 ATTIVA NON-STACKING TABLET</b>										
	431							1 55	W23 1/2 D29-31 H32 seat 18 1/4 x 18 1/2 H17 1/2 tablet surface W13 1/2 D26 tablet arm H27 3/4	C24 ST A18, B103	
	Specify "L" Left or "R" Right facing tablet arm. Shown as 5006L. Specify laminate color for tablet arm. Flip up tablet arm.										
	<b>5008 ATTIVA NON-STACKING TABLET (UPHOLSTERED)</b>										
	544	437	443	457	487	586	440 + 3/4	1 75	W23 1/2 D29-31 H32 seat 18 1/4 x 18 1/2 H18 tablet surface W13 1/2 D26 tablet arm H27 3/4	C25 ST A18, B103	
	Specify "L" Left or "R" Right facing tablet arm. Shown as 5008L. Specify laminate color for tablet arm. Flip up tablet arm.										
	<b>5009 ATTIVA BOOK RACK</b>										
	68									ST A18, B103	
	Available in Polished Chrome finish only.										
	<b>5010 ATTIVA GANGING DEVICE</b>										
	11	set of four									ST A18, B103
	Clear plastic.										
	<b>5011 ATTIVA GLIDE</b>										
	7	set of four									ST A18, B103
	Clear plastic. Glides should be factory installed.										
	<b>5020 ATTIVA SIDE CHAIR DOLLY</b>										
	280								W 25 D31	C32 ST A18, B103	
	For use with 5000 and 5002. Standard in 410 Black only.										
	<b>5021 ATTIVA ARM CHAIR DOLLY</b>										
	280								W 27 D31	C34 ST A18, B103	
	For use with 5003 and 5005. Standard in 410 Black only.										

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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6. The Board does hereby find that the bid of OEC/Office Furniture USA of \$84.97 each for chairs with arms and \$59.86 each for chairs without arms is the lowest bid meeting specifications and, therefore, the best received for the Bid No. 017 - multi-purpose chairs for the Health Department Building, 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 OEC/Office Furniture USA be, and the same is HEREBY ACCEPTED for the Bid No. 017 - multi-purpose chairs for the Health Department Building,  
at a cost of \$84.97 each for chairs with arms and \$59.86 each for chairs without arms.

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

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

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

THIS, the 7th day of October 2002.

\* \* \*

The Sheriff's representative reported that 1,028 persons are currently housed in the Harrison County Jail Facilities. No written report was available due to computer malfunction.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**APRIL 2002 TERM**

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

**ORDER APPROVING CLAIMS DOCKET, PER STATUTE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the

Board does HEREBY APPROVE the following claims docket, per statute:

FUND	DESCRIPTION	BEGINNING CLAIM	ENDING CLAIM
001	GENERAL COUNTY FUND	1	119
002	SPECIAL LEVY REAPP (ESCROW)	2	8
029	SHERIFFS FEDERAL FORFEITURE	1	1
030	FEDERAL GRANT	1	2
097	EMERGENCY 911 FUND	1	3
106	VOLUNTEER FIRE	1	4
127	H/C WASTEWATER FUND	1	1
150	ROAD FUND	1	57
156	ROAD PROTECTION FUND	1	13
160	BRIDGE & CULVERT FUND	1	2
301	CAPITAL PROJECT ROAD FUND	2	2
303	MS DEV BANK \$10M	3	9
304	DEV BANK JAIL REPAIRS \$3.5M	1	5
361	G O YOUTH DETENTION	1	2
367	ALLIED ENTERPRISES BUILDING	1	2
370	G O BONDS SERIES 1998	1	1

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 7<sup>th</sup> day of October 2002.



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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

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

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

- a) \$116,400.00 to Samuel B. Day Construction, Certificate for Payment #4, for work completed on Adult Detention Facility Jail Support Services Complex, approved for payment by Shaw Design Group and payable from 304 238 581.
- b) \$3,152.14 to John V. Woodfield, collection of delinquent taxes for month of September 2002.
- c) \$36,904.76 to MLH, Inc., Application for Payment #5, Worthless Checks & Chancery Clerk Areas, approved for payment by Keleal S. Hassin, Jr. and payable from 001 151 901.
- d) \$140.02 to Guild Hardy Associates, Inv. #01-04-10, new building for Allied Enterprises, payable from 367 405 901.
- e) \$8,887.14 to Trademark Construction, Application for Payment #10, new building for Allied Enterprises, recommended for payment by Guild Hardy Associates and payable from 367 405 901.
- f) \$22,911.73 to J. O. Collins Contractors, Application for Payment No. 19, Renovate County Jail to Juvenile Detention Facility, recommended for payment by Shaw Design Group, pay from 361 223 581.
- g) \$5,492.43 to CDE Integrated Systems, Inc., Application for Payment #3, Telephone/Control System Upgrade at Adult Det. Facility, recommended for payment by Shaw Design Group, pay from 304 238 581.
- h) \$176,632.20 to EEC, Application for Payment No. 1, Fire Alarm Replacement at Adult Detention Facility, recommended for payment by Shaw Design Group, pay from 304 238 581.
- i) \$3,173.22 to Shaw Design Group, Inv. #2023.4-2, services rendered on Fire Alarm Replacement at Adult Detention Facility, payable from 304 238 581.
- j) \$334.90 to Shaw Design Group, Inv. #2023.2-22, services rendered on Jail Controls at Adult Detention Facility, payable from 304 238 581.
- k) \$58,556.25 to Guild Hardy Associates, Inv. No. 1, architectural services on Scoring Tower, Gulfport Recreation Facility (Jack and Florence Goldin/Prudie Circle Sports Complex), pay from 303 704 902.

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:

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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Supervisor BOBBY ELEUTERIUS voted AYE

Supervisor LARRY BENEFIELD voted AYE

Supervisor MARLIN R. LADNER voted AYE

Supervisor WILLIAM W. MARTIN voted AYE

Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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**ORDER AUTHORIZING PAYMENT**  
**IN THE AMOUNT OF \$16,136.00 TO SHAW DESIGN GROUP, P.A.**

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

**WHEREAS**, the Harrison County Board of Supervisors, entered into a contract with Shaw Design Group, P.A. on January 28, 2002, to analyze the costs and requirements for an E-911 Call and Dispatch Facility and Emergency Operations Center; and

**WHEREAS**, pursuant to the provisions of the aforesaid contract approved by the Harrison County Board of Supervisors, Shaw Design Group, Inc. has requested on Invoice No. 2035-1 (Revised 09/17/02), payment in the amount of \$16,136.00, all as more fully detailed on the copy of same which is attached hereto and incorporated herein as **Exhibit "A"**; and

**WHEREAS**, The Commissioners of the Harrison County Emergency Communications Commission found by Resolution dated September 12, 2002, that all the provisions, which are the subject of this contract with Shaw Design Group, P.A., are reasonable and that the services outlined have been performed and that Shaw Design Group, P.A. is now entitled to payment. A copy of this Resolution is attached hereto and incorporated herein as **Exhibit "B"**; and

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

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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SECTION 1

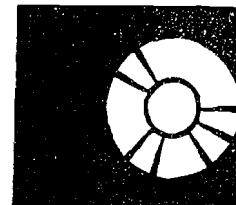
The Harrison County Board of Supervisors authorize payment to Shaw Design Group, P.A. in the amount of SIXTEEN THOUSAND ONE HUNDRED THIRTY SIX and NO/100 DOLLARS (\$16,136.00), as set forth in the contract as soon as may be practicable, all in accordance with the terms of the contract.

The above and foregoing Order was introduced by Supervisor Wm. Martin, who moved the adoption of same. Said Motion was seconded by Supervisor B. Eleuterius. After discussion, the matter was put to a roll call vote. The result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body declared the motion carried and the Order adopted, on this the 7th day of Oct. 2002.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**



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

CONSULTANTS  
 FOR  
 THE  
 CONSTRUCTED  
 ENVIRONMENT  
 SINCE 1906

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

September 17, 2002

Mr. Robert G. Bailey Jr., ENP Director  
 Harrison County Emergency Communications Commission  
 15309-B Community Road  
 Gulfport, MS 39503

Ref: Commission 2035  
 Program Development for Emergency Communication Center  
 Harrison County, MS

Dear Mr. Bailey:

Transmitted herewith is our revised statement for professional services rendered on the above referenced project in the amount of \$16,136.76. We would appreciate your processing this request for payment at your earliest convenience.

If you have any questions concerning this project or this request for payment, please do not hesitate to call on me.

Sincerely,

SHAW DESIGN GROUP, P.A.

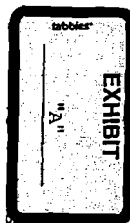
*Philip W. Shaw, Jr.*  
 Philip W. Shaw, Jr.  
 Architect  
 PWS/ayr

2035/1.07

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P. 2

228-831-0762



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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

Sep 19 02 08:34a

HARRISON CO 911

228-831-0762

p. 3

SHAW DESIGN GROUP, P.A.  
P.O. BOX 1147  
GULFPORT, MS 39502

PHONE: (228) 864-1202

**INVOICE**

9/17/02

INVOICE NO. 2035-1  
(revised 9-17-02)

**BILL TO:**

Mr. Robert G. Bailey Jr., ENP  
Harrison County Emergency Communications Commission  
15309-B Community Road  
Gulfport, MS 39503

RE: 2035 Program Development for Emergency Communications Center

cc Mr. John McAdams, Chancery Clerk

DESCRIPTION	BILLED TO DATE	BILLED PREVIOUS	AMOUNT THIS BILL
TOTAL PROFESSIONAL FEE:	\$15,000.00		

INVOICE FOR PROFESSIONAL SERVICES	\$15,000.00	\$0.00	\$15,000.00
Reimbursable Expenses (\$1,033.42 x 1.1 = \$1,136.76) (invoices attached)	\$1,136.76	\$0.00	\$1,136.76

PROFESSIONAL FEE SUBTOTAL	\$16,136.76	\$0.00	\$16,136.76
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**TOTAL DUE:** \$16,136.76

GEN OFF/FINANCIAL/2035-1

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

Prepared For  
 PHILIP W SHAW JR  
 SHAW DESIGN GROUP

Account Number [REDACTED] Page 2 of 4

**Transactions Continued**

Transaction	Amount
June 22, 2001 AVIS RENT-A-CAR MIAMI FL Location Rental: MIAMI FL Date 06/19/01 Return: MIAMI INTL APO FL 09 06/22/01 Agreement Number: 398725644 Renter Name: SHAW, PHILIP	181.92
June 22, 2001 EXXONMOBIL 2609999426 MIAMI FL PAY AT PUMP 3401055094 Reference: 002401055094	7.47
June 22, 2001 SOUTHBEACH RESORT 2201 COLLINS FL LODGING Reference: 400000009 Rec Number: 0020003369	419.03
July 11, 2001 [REDACTED] MS Reference: 400000009 Rec Number: 1011843	





**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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HARRISON CO 911

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Card transactions for PHILIP W SHAW JR

Amount \$ for important information  
regarding your account

July 20, 2001\*

June 19, 2001

AIRWAYS GE PARK GA 171

50.00

AIRTRAN AIRWAYS

From:

GULFPORT MS

To:

ATLANTA GA

MIAMI FL

ATLANTA GA

GULFPORT MS

Carrier:

FL

Class:

L7

Ticket Number: 33210453452019

Date of Departure: 06/19

Passenger Name: SHAW/PHILLIP

Document Type: PASSENGER TICKET

Reference 111010882

Reference 111010882

Reference 111010882

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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**RESOLUTION AUTHORIZING PAYMENT**  
**IN THE AMOUNT OF \$16,136.00 TO SHAW DESIGN GROUP, P.A.**  
**AND REQUESTING THE BOARD OF SUPERVISORS OF HARRISON**  
**COUNTY, MISSISSIPPI TO MAKE SUCH PAYMENT**

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

**WHEREAS**, the Harrison County Board of Supervisors, entered into a contract with Shaw Design Group, P.A. on January 28, 2002, to analyze the costs and requirements for a 911 Call and Dispatch Facility and Emergency Operations Center; and

**WHEREAS**, pursuant to the provisions of the aforesaid contract approved by the Harrison County Board of Supervisors, Shaw Design Group, Inc. has requested on Invoice No. 2035-1 (Revised 09/17/02), payment in the amount of \$16,136.00, all as more fully detailed on the copy of same which is attached hereto and incorporated herein as **Exhibit "A"**; and

**WHEREAS**, The Commissioners of the Harrison County Emergency Communications Commission find that all the provisions, which are the subject of this contract with Shaw Design Group, P.A., are reasonable and that the services outlined have been performed and that Shaw Design Group, P.A. is now entitled to payment; and

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

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

SECTION 1

The Commissioners of Harrison County Emergency Communications Commission respectfully request the Harrison County Board of Supervisors to issue payment to Shaw Design Group, P.A. in the amount of SIXTEEN THOUSAND ONE HUNDRED THIRTY SIX and NO/100 DOLLARS (\$16,136.00), as set forth in the contract, at the next meeting of the Harrison County Board of Supervisors, or as soon thereafter as may be practicable, all in accordance with the terms of the contract.

**RESOLVED** on this the 12th day of September, 2002.

The above and foregoing Resolution was introduced by Commissioner PAT SULLIVAN, who moved the adoption of same. Said Motion was seconded by Commissioner Rich Marvil. Upon being put to vote, the results were as follows:

Chief RICH MARVIL, Pass Christian Fire Department	<u>Aye</u>
Chief BRUCE DUNAGAN, Biloxi Police Department	<u>ABSENT</u>
Sheriff GEORGE H. PAYNE, JR., Harrison County Sheriff's Dept. (Robert Parker, proxy)	<u>Aye</u>
LINDA ROUSE, Harrison County Civil Defense	<u>Aye</u>
Chief GEORGE MIXON, Harrison County Fire Services	<u>Aye</u>
Chief WAYNE PAYNE, Gulfport Police Department (Steve Barnes, proxy)	<u>Aye</u>
Chief PAT SULLIVAN, Gulfport Fire Department	<u>Aye</u>
BOBBY SPAYDE, 1st Judicial District	<u>ABSENT</u>
JEFF TAYLOR, 2nd Judicial District	<u>Aye</u>

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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STEVE FORD, County at Large	<u>A/E</u>
STEVE DELAHOUSEY, Emergency Medical Services	<u>A/E</u>
HARLEY SHINKER, Long Beach Police Department	<u>A/E</u>
JIM COMER, D'Iberville Fire Department	<u>ABSENT</u>
JOHN DUBUISSON, Pass Christian Police Department	<u>A/E</u>
CAPT. ALBERT SANTA CRUZ, Mississippi Highway Patrol	<u>ABSENT</u>
CHIEF GEORGE BASS, Long Beach Fire Department	<u>A/E</u>
CHIEF DAVID ROBERTS, Biloxi Fire Department	<u>A/E</u>

WHEREUPON, Chairman Steve Delahousey declared the motion carried and the resolution adopted on the 12th day of September, 2002.

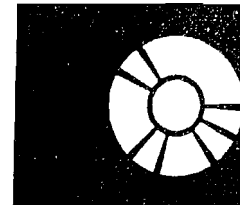
**HARRISON COUNTY EMERGENCY  
COMMUNICATIONS COMMISSION**

BY: Steven J. Delahousey

ATTEST:

Robert H. Bailey

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**



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

CONSULTANTS  
 FOR  
 THE  
 CONSTRUCTED  
 ENVIRONMENT  
 SINCE 1906

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

September 17, 2002

Mr. Robert G. Bailey Jr., ENP Director  
 Harrison County Emergency Communications Commission  
 15309-B Community Road  
 Gulfport, MS 39503

Ref: Commission 2035  
 Program Development for Emergency Communication Center  
 Harrison County, MS

Dear Mr. Bailey:

Transmitted herewith is our revised statement for professional services rendered on the above referenced project in the amount of \$16,136.76. We would appreciate your processing this request for payment at your earliest convenience.

If you have any questions concerning this project or this request for payment, please do not hesitate to call on me.

Sincerely,

SHAW DESIGN GROUP, P.A.

*Philip W. Shaw, Jr.*  
 Philip W. Shaw, Jr.  
 Architect  
 PWS/ayr

2035/1.07

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P.2

228-831-0762

HHHHH

sep 19 2002



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

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HARRISON CO 911

228-831-0762

p. 3

SHAW DESIGN GROUP, P.A.  
P.O. BOX 1147  
GULFPORT, MS 39502

PHONE: (228) 864-1202

**INVOICE**

9/17/02

INVOICE NO. 2035-1  
(revised 9-17-02)

**BILL TO:**

Mr. Robert G. Bailey Jr., ENP  
Harrison County Emergency Communications Commission  
15309-B Community Road  
Gulfport, MS 39503

RE: 2035 Program Development for Emergency Communications Center

cc Mr. John McAdams, Chancery Clerk

DESCRIPTION	BILLED TO DATE	BILLED PREVIOUS	AMOUNT THIS BILL
TOTAL PROFESSIONAL FEE:	\$15,000.00		

INVOICE FOR PROFESSIONAL SERVICES	\$15,000.00	\$0.00	\$15,000.00
Reimbursable Expenses (\$1,033.42 x 1.1 = \$1,136.76) (invoices attached)	\$1,136.76	\$0.00	\$1,136.76

PROFESSIONAL FEE SUBTOTAL	\$16,136.76	\$0.00	\$16,136.76
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**TOTAL DUE:** \$16,136.76

Account Number XXXXXXXXXX Page 2 of 4

## Amount \$

181.92

7.47

419.03

\_\_\_\_\_

**Keywords:** child sexual abuse; disclosure; social support

3

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

109

C-14

7/1/02 10:00 AM

Corporate Account Number  
 Corporate Account Number

AW JR

Corporate Account Number

Closing Date Page 4 of 6  
 Closing Date Page 2 of 6

Closing Date Page 5 of 6  
 06-19-01

BPE002024  
 3143

Small Business  
 Services

\$7

JCY SERVICE GULFPORT MS		\$15.00	
Transaction Date	06/08/01	Ticket Number	89081284483284
ISSUE NAME BELL TRAVEL SERVICE		ISSUE ADDRESS GULFPORT	
From	Class	Transaction Amount	
To		\$15.00	
To		Amount Due Only	
To		91599023310	
To		037008	
To		18 180003	
MISC CHARGE ORDER/PREPAID TICKET AUTHORITY S/C # 4452601297			

ITEM 16 AIRMAN AIRWAYS GULFPORT MS		\$380.00	
Transaction Date	06/08/01	Ticket Number	33210453452013
ISSUE NAME BELL TRAVEL SERVICE		ISSUE ADDRESS GULFPORT	
From	Class	Transaction Amount	
To		\$360.00	
To		Amount Due Only	
To		91599019359	
To		037003	
To		18 160003	
PASSENGER TICKET S/C # 4087400X34			

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

Sep 19 02 08:34a

HARRISON CO 911

228-831-0762

p. 6

Card transactions for PHILIP W SHAW JR

Amount \$ for important information  
regarding your account

July 20, 2001\*

June 19, 2001

50.00

AIRWAYS GE PARK GA 171

AIRTRAN AIRWAYS

From: GULFPORT MS

To: ATLANTA GA

Carrier: Class:  
FL L7

MIAMI FL

ATLANTA GA

GULFPORT MS

Ticket Number: 33210453452019

Date of Departure: 06/19

Passenger Name: SHAW/PHILLIP

Document Type: PASSENGER TICKET

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Please fold on the perforation below, detach and return with your payment

Continued on reverse

Continued on reverse

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

**ORDER APPROVING CIAP PAYMENTS, AS RECOMMENDED BY BROWN &  
MITCHELL, PAYABLE FROM 073-641-555 UPON RECEIPT OF FUNDS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE the following CIAP payments, as recommended by Brown & Mitchell, payable from 073-641-555 upon receipt of funds:

a) \$2,381.70 to Land Trust of the Mississippi Coastal Plans for MS.24.09, Tuxachanie Land Acquisition Project, payment request 1.

b) \$691.25 to Harrison County Wastewater and Solid Waste Management District for MS.24.03 Long Range Wastewater Planning Study, payment request 4.

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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

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

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

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

FIRST JUDICIAL DISTRICT - JOHN McADAMS

\$1,163.24, Parcel 0811B-04-038.000 (removed imp.).

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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

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

**ORDER ACCEPTING LOW QUOTE OF COAST COMMUNITY BANK, BEING  
2.822% APR FOR A TERM OF THREE YEARS, FOR FINANCING SIX NEW  
FIRE TRUCKS; AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE  
THE NECESSARY DOCUMENTS THEREFOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT the low quote of Coast Community Bank, being 2.822% APR for a term of three years, for financing six new fire trucks, the quotations received from various lending institutions being as follows:

**COAST  
COMMUNITY  
BANK** MEMBER FDIC

September 30, 2002

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

Re: Harrison County Purchase of six new fire trucks

Ladies and Gentlemen:

Coast Community Bank is pleased to submit a bid for the financing of 6 new fire trucks per your letter dated September 24, 2002.

Note Amount: \$650,000.00

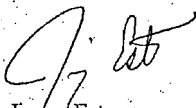
Terms: Three Annual Installments due after the month of March, plus interest, with the first installment due 1 year from the date of the note.

Interest Rate: 2.822 % APR

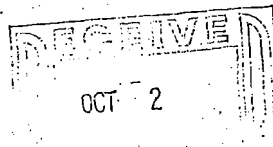
This bid is submitted with the understanding the notes will meet the tax exempt status as established by the Internal Revenue Service and are secured by the full faith and credit of Harrison County.

If you have any questions regarding the bid, please do not hesitate to call me at 896-7784.

Sincerely,



Jimmy Estes  
Senior Vice President



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

T-02-2002 12:08 FROM:

TO: 228 374 7750

P. 002/002



September 30, 2002

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

Re: Harrison County Purchase of six new fire trucks

Ladies and Gentlemen:

Coast Community Bank is pleased to submit a bid for the financing of 6 new fire trucks per your letter dated September 24, 2002.

Note Amount: \$650,000.00

Terms: Three Annual Installments of \$216,666.66, plus interest, with the first installment due 1 year from the date of the note.

Estimated payment:

Year 1-	Principal -	\$216,666.66
	Interest -	\$ 18,343.00
	Total -	\$235,009.66

Interest Rate: 2.822% APR

This bid is submitted with the understanding the notes will meet the tax exempt status as established by the Internal Revenue Service and are secured by the full faith and credit of Harrison County.

If you have any questions regarding the bid, please do not hesitate to call me at 896-7784.

Sincerely,

  
Jimmy Estes  
Senior Vice President

77 DR. MARTIN LUTHER KING JR. BLVD. • P.O. BOX 1227 • BILOXI, MS 39533 • PHONE 228-374-7755 • FAX 228-374-7750  
314 BIRNIE BLVD. • P.O. BOX 960 • OCEAN SPRINGS, MS 39566 • PHONE 228-875-7755 • FAX 228-875-5540  
315 EAST PASS RD. • P.O. BOX 7588 • GULFPORT, MS 39506 • PHONE 228-896-7755 • FAX 228-897-2960

  
MEMBER FDIC

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

SEP-30-02 11:12 AM

FAX NO.

F. 02



**HANCOCK BANK**  
PUBLIC FINANCE DEPARTMENT

VIA FACSIMILE

September 30, 2002

Ms. Pamela Ulrich  
Harrison County Administrator

Re: Request for lease-purchase financing rates

Dear Ms. Ulrich,

We understand that the Harrison County Board of Supervisors (the "County") is considering lease-purchase financing for six (6) new fire trucks (hereinafter, the "Equipment"), under the authority of Sec. 31-7-13(c) of the Miss. Code of 1972, as amended. We further understand that the total amount to be financed is \$650,000.00

The rate provided herein assumes that the debt will be designated as "bank-qualified" tax exempt within the meaning of Sec. 265(b)(3) of the Internal Revenue Code of 1986, as amended. If it is determined that the County is ineligible to issue bank-qualified debt this calendar year, a different rate will apply.\*

Term: 3 Annual Payments

Rate: 2.94%

Annual Payment: \$229,529.70 (Based on annual payment due one year from date of funding.)

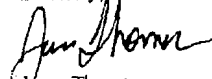
\* Determination of taxability would be the responsibility of the County's legal counsel.

\*\* The County will certify that the Equipment will not be replaced by other equipment, performing the same or similar functions, until the term of the financing option expires.

This proposal assumes compliance by the County with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Necessary documentation would include, but not be limited to, a legal and tax opinion from issuer's legal counsel. Liability and physical damage insurance would be required with Hancock Bank being shown as the additional insured and/or loss payee as its interest may appear.

This proposal is good if accepted within 15 days and the obligation is funded within 45 days of the date of this letter.

Sincerely,

  
Jason Thomas  
Public Finance Officer

OCT 2

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

***FIRST CONTINENTAL LEASING***

*a division of BancorpSouth Bank*

*P. O. Box 15097*

*Hattiesburg, MS 39404-5097*

*601-544-3252 - 800-222-1610 - FAX 800-322-1611*

September 27, 20002

Sent via:

Ms Pamela Ulrich, County Administrator  
Harrison County, Mississippi  
PO Drawer CC  
Gulfport, MS 39502-0860

Dear Ms Ulrich:

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: First Continental Leasing, a  
division of BancorpSouth Bank
2. Lessee: Harrison County, Mississippi
3. Equipment Description: Various Equipment
4. Equipment Cost: \$650,000.00
5. Lease Term: 3 years
6. Lease Payments: (These are approximate payment amounts. The actual  
payment will be determined at funding date.)  
  
3 annual payments @ \$227,718.98  
1st payment due April 5, 2003
7. Lease Rate: 3.34%
8. Funding Date: This proposal is contingent upon the equipment being  
delivered and the lease funded prior to December 31,  
2002. If the equipment is not delivered and the lease  
funded prior to December 31, 2002, this proposal is  
null and void. Any extension of the funding date must  
be in writing.

OCT 2



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt.

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

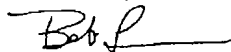
15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to First Continental Leasing. The proposal is subject to approval by First Continental Leasing's Credit Committee and to mutually acceptable terms, conditions and documentation.

This proposal expires as of the close of business on October 10, 2002. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to either me or Joyce Dortch at 1-800-222-1610.

Sincerely,



Bob Lee  
Municipal Finance Manager

**ACCEPTANCE**

Harrison County, Mississippi

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

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

Prepared by: First Continental Leasing

I n f o A n a l y s i s  
Payment Amortization Report9/25/02 @ 4:33pm  
File Name: Municipal Template.iad

Customer: Harrison Co., MS (Proposal - Direct- Pamela J. Ulrich)

I n t e r e s t R a t e : 3.3400% (Monthly)

Per Mo/Da	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Balance	Net Balance
0 10/ 4	0.00	0.00	0.00	650,000.00	0.00	0.00	650,000.00
1 11/ 4	0.00	0.00	0.00	650,000.00	1,809.17	1,809.17	651,809.17
2 12/ 4	0.00	0.00	0.00	650,000.00	1,814.20	3,623.37	653,623.37
2002 12/02	0.00	0.00	0.00		3,623.37		
3 1/ 4	0.00	0.00	0.00	650,000.00	1,819.25	5,442.62	655,442.62
4 2/ 4	0.00	0.00	0.00	650,000.00	1,824.32	7,266.94	657,266.94
5 3/ 4	0.00	0.00	0.00	650,000.00	1,829.39	9,096.33	659,096.33
6 4/ 4	0.00	0.00	0.00	650,000.00	1,834.48	10,930.81	660,930.81
4/ 5	227,718.98	216,726.93	10,992.05	433,273.07	61.24	0.00	433,273.07
7 5/ 4	0.00	0.00	0.00	433,273.07	0.00	0.00	433,273.07
5/ 5	0.00	0.00	0.00	433,273.07	1,205.94	1,205.94	434,479.01
8 6/ 4	0.00	0.00	0.00	433,273.07	0.00	1,205.94	434,479.01
6/ 5	0.00	0.00	0.00	433,273.07	1,209.30	2,415.24	435,688.31
9 7/ 4	0.00	0.00	0.00	433,273.07	0.00	2,415.24	435,688.31
7/ 5	0.00	0.00	0.00	433,273.07	1,212.67	3,627.91	436,900.98
10 8/ 4	0.00	0.00	0.00	433,273.07	0.00	3,627.91	436,900.98
8/ 5	0.00	0.00	0.00	433,273.07	1,216.04	4,843.95	438,117.02
11 9/ 4	0.00	0.00	0.00	433,273.07	0.00	4,843.95	438,117.02
9/ 5	0.00	0.00	0.00	433,273.07	1,219.43	6,063.38	439,336.44
12 10/ 4	0.00	0.00	0.00	433,273.07	0.00	6,063.38	439,336.44
10/ 5	0.00	0.00	0.00	433,273.07	1,222.82	7,286.20	440,559.26
13 11/ 4	0.00	0.00	0.00	433,273.07	0.00	7,286.20	440,559.26
11/ 5	0.00	0.00	0.00	433,273.07	1,226.22	8,512.42	441,785.49
14 12/ 4	0.00	0.00	0.00	433,273.07	0.00	8,512.42	441,785.49
12/ 5	0.00	0.00	0.00	433,273.07	1,229.64	9,742.06	443,015.12
2003 12/03	227,718.98	216,726.93	10,992.05		17,110.74		
1/ 4	0.00	0.00	0.00	433,273.07	0.00	9,742.06	443,015.12
1/ 5	0.00	0.00	0.00	433,273.07	1,233.06	10,975.11	444,248.18
16 2/ 4	0.00	0.00	0.00	433,273.07	0.00	10,975.11	444,248.18
2/ 5	0.00	0.00	0.00	433,273.07	1,236.49	12,211.60	445,484.67
17 3/ 4	0.00	0.00	0.00	433,273.07	0.00	12,211.60	445,484.67
3/ 5	0.00	0.00	0.00	433,273.07	1,239.93	13,451.54	446,724.60
18 4/ 4	0.00	0.00	0.00	433,273.07	0.00	13,451.54	446,724.60
4/ 5	227,718.98	213,024.06	14,694.92	220,249.00	1,243.38	0.00	220,249.00
19 5/ 4	0.00	0.00	0.00	220,249.00	0.00	0.00	220,249.00
5/ 5	0.00	0.00	0.00	220,249.00	613.03	613.03	220,862.03
20 6/ 4	0.00	0.00	0.00	220,249.00	0.00	613.03	220,862.03
6/ 5	0.00	0.00	0.00	220,249.00	614.73	1,227.76	221,476.76
21 7/ 4	0.00	0.00	0.00	220,249.00	0.00	1,227.76	221,476.76
7/ 5	0.00	0.00	0.00	220,249.00	616.44	1,844.20	222,093.21
22 8/ 4	0.00	0.00	0.00	220,249.00	0.00	1,844.20	222,093.21
8/ 5	0.00	0.00	0.00	220,249.00	618.16	2,462.36	222,711.37
23 9/ 4	0.00	0.00	0.00	220,249.00	0.00	2,462.36	222,711.37
9/ 5	0.00	0.00	0.00	220,249.00	619.88	3,082.24	223,331.25
24 10/ 4	0.00	0.00	0.00	220,249.00	0.00	3,082.24	223,331.25
10/ 5	0.00	0.00	0.00	220,249.00	621.61	3,703.85	223,952.85
25 11/ 4	0.00	0.00	0.00	220,249.00	0.00	3,703.85	223,952.85
11/ 5	0.00	0.00	0.00	220,249.00	623.34	4,327.18	224,576.19
26 12/ 4	0.00	0.00	0.00	220,249.00	0.00	4,327.18	224,576.19
12/ 5	0.00	0.00	0.00	220,249.00	625.07	4,952.25	225,201.26
2004 12/04	227,718.98	213,024.06	14,694.92		9,905.12		
27 1/ 4	0.00	0.00	0.00	220,249.00	0.00	4,952.25	225,201.26
1/ 5	0.00	0.00	0.00	220,249.00	626.81	5,579.06	225,828.07
28 2/ 4	0.00	0.00	0.00	220,249.00	0.00	5,579.06	225,828.07
2/ 5	0.00	0.00	0.00	220,249.00	628.55	6,207.62	226,456.62
29 3/ 4	0.00	0.00	0.00	220,249.00	0.00	6,207.62	226,456.62
3/ 5	0.00	0.00	0.00	220,249.00	630.30	6,837.92	227,086.93
30 4/ 4	0.00	0.00	0.00	220,249.00	0.00	6,837.92	227,086.93
4/ 5	227,718.98	220,249.00	7,469.98	-0.00	632.06	0.00	-0.00
2004 4/05	227,718.98	220,249.00	7,469.98		2,517.73		
Totals	683,156.95	650,000.00	33,156.95				

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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10/02/2002 WED 16:02 FAX

00:



Trustmark National Bank

September 27, 2002

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

Dear Ms. Ulrich and Ladies and Gentlemen of the Board:

Trustmark National Bank is pleased to submit its proposal for the lease purchase financing of \$650,000 for the purchase of six (6) fire trucks by Harrison County. Trustmark would like to offer an interest rate of 3.36% to finance the vehicles over three (3) years, with annual principal and interest payments, the first of which will be due after the month of March.

Our bid is further subject to the following terms and conditions:

**Please note that this quote is for informational purposes only; it is not a commitment to fund. Also, it should be noted that the rate herein indicated is subject to further changes in market conditions. If the rate is acceptable, our goal will be to extend a commitment subject to our satisfactory review of the County's financial statements.**

**1. AUTHORITY:** The Lease and other documentation will be authorized and entered into in accordance with State law. Further, this transaction must be designated by the resolution or order of the Board as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.

**2. DOCUMENTATION:** Trustmark will provide the County with the lease purchase documentation needed to undertake this transaction at no cost to the County. The County, through its Board of Supervisors (the "Board") agrees to enter into such documentation, pending Board and County attorney approval. The County agrees to provide Trustmark with such documentation as is customary with this type of transaction including, but not limited to, an opinion of counsel to the effect that the interest payments are exempt from all federal and State taxation. The County will also complete an IRS Form 8038-G in a timely manner and provide a copy to Trustmark after the closing of this financing.

**3. EXPIRATION of RATE:** Trustmark's extension of the rate(s) indicated herein will expire at midnight, Friday, October 18, 2002, unless accepted prior thereto by the County or extended by agreement between Trustmark and the County.

We hope that this information is to the County's satisfaction. If you have any concerns or questions, please do not hesitate to contact me at 1-800-844-2000, Ext. - 5194 or (601) 354-5194.

TRUSTMARK NATIONAL BANK

By: Jim Harper, Public Services Officer

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE the Board president to execute the necessary documents therefor.

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 declared the motion carried and the order adopted.

THIS, the 7<sup>th</sup> day of October 2002.

\* \* \*

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

**ORDER APPROVING FOR FIRST READING HARRISON COUNTY MOSQUITO  
CONTROL ORDINANCE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE for first reading the following Harrison County Mosquito Control Ordinance:

Supervisor \_\_\_\_\_ moved the adoption of the following Ordinance:

**AN ORDINANCE OF THE HARRISON COUNTY BOARD OF  
SUPERVISORS DECLARING IT UNLAWFUL TO HAVE, KEEP,  
MAINTAIN, CAUSE OR PERMIT WITHIN THE UNINCORPORATED  
PORTIONS OF HARRISON COUNTY ANY COLLECTION OF  
STANDING OR FLOWING WATER IN WHICH MOSQUITOES BREED  
OR ARE LIABLE TO BREED.**

WHEREAS, the Board of Supervisors of Harrison County, pursuant to Miss Code of 1972 Sec. 19-3-40 shall have the power to adopt any orders, resolutions or ordinances with respect to county affairs, property and finances, for which no specific provision has been made by general law and which are not inconsistent with the Mississippi Constitution, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Board of Supervisors of Harrison County has the duty to protect and promote the public health, safety and welfare of its citizenry; and

WHEREAS, the Board of Supervisors of Harrison County finds that the existence of conditions conducive to the breeding of mosquitoes is a serious hazard to the health, safety, general welfare and quality of the life of the citizens of Harrison County.

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

**Section 1. Short Title**

This ordinance shall be known and may be cited as the "Harrison County Mosquito Control Ordinance".

**Section 2. Authority and Purpose**

This ordinance is enacted under the statutory authority of the State of Mississippi and the general police powers of the county. The purpose of the ordinance is to abate collections of water in which mosquitoes breed or are liable to breed in order to reduce the threat to the public health and safety of the citizens of Harrison County.

**Section 3. Applicability**

This ordinance shall apply to and be enforced in all unincorporated areas of Harrison County.

**Section 4. Definitions:**

Mosquito Control Official: The person appointed by the Harrison County Board of Supervisors to enforce this ordinance.

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Notification: For the purposes of this ordinance, the term "notification" shall be interpreted to mean the contacting of the responsible person by one of the subsequent means for the purpose of communicating that there is a violation of this ordinance. Acceptable means of notification shall be as follows: 1) Notification may be by a certified letter with return receipt, stating the violation and time observed, addressed to the responsible person, where the date of receipt of said letter will constitute the time of notification. 2) The posting of a placard, clearly visible from the public way, on the site of the violation, stating the violation and date observed. The date of posting will constitute the time of notification. 3) Verbal contact with the responsible person followed by a letter addressed to the owner of the property confirming the time, date and content of the conversation. The date of the verbal contact will constitute the time of notification. A voice message on a recording device shall not be considered adequate notification.

It is intended that the above methods of contacting the responsible person may be used singularly or in combination and shall be regarded as adequate notification to the responsible person that a violation has been cited.

Remediation: Correction of conditions promoting the growth of mosquito by a third party appointed by the Harrison County Board of Supervisors after adjudication in accordance with Mississippi Code, Sec.19-5-105 Cleaning private property; lien.

Responsible person: The person, persons or corporate person held under this ordinance to be responsible for causing the violation and/or held to be responsible for correcting of conditions.

Trash: Material, both manufactured and natural, which includes, but is not limited to, paper, bottles, cans, glass, crockery, scrap metals, plastic, rubber tires, yard trash, tar paper, lumber, masonry, concrete, drywall, packing and crating materials, grass, tree and shrub trimmings, leaves in disposable containers, automotive parts, and any household or commercial items such as abandoned refrigerators, ranges, washers, dryers and other small appliances or pieces thereof.

**Section 5. Establishment of the Mosquito Control Official**

By the adoption of this ordinance, the Harrison County Board of Supervisors shall establish the position of a Mosquito Control Official whose duty it will be to administer the provisions contained within this ordinance. The designation and tenure of Mosquito Control Official shall be at the discretion of the Harrison County Board of Supervisors.

**Section 6. Water suitable for breeding prohibited.**

It shall be unlawful to have, keep, maintain, cause or permit within the unincorporated portions of Harrison County, any collection of standing or flowing water in which mosquitoes breed or are liable to breed, unless such collection of water is treated effectively so as to prevent such breeding. The collections of water prohibited by this section shall be held to be those contained in ditches, ponds, pools, excavations, holes, depressions, open cesspools, wells, barrels, troughs, defective house roof gutters, tanks of flush toilets, urns, cans, flower pots, boxes, bottles, tubs, buckets, tires, or other similar containers/collections of trash likely to hold water.

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**Section 7. Method of treating water**

The method of treatment of any collections of water directed toward the prevention of mosquitoes shall be approved by the Mosquito Control Official or may be any of the following:

- 1) Screening with wire netting of at least eighteen (18) meshes to the inch each way or any other material which will effectively prevent the ingress and egress of mosquitoes.
- 2) Complete emptying every seven (7) days of unscreened containers, together with their thorough drying or cleaning.
- 3) Using a larvacide approved by the Environmental Protection Agency (EPA) in a manner as specified on the product label, and in a manner not giving rise to a violation of the Clean Water Act (CWA).
- 4) Cleaning and keeping sufficiently free of vegetable growth and other obstructions and stocking with or presence of mosquito-destroying fish. The absence of half grown mosquito larvae shall be evidence of compliance with this measure.
- 5) Filling of depressions or draining to the satisfaction of the Mosquito Control Official. This shall not include the filling of an area subject to designation or designated as a wetland by the Corps of Engineers, or other Federal or State agencies.
- 6) Proper disposal of open containers, trash and similar articles likely to hold water.

**Section 8. Obstructing flow in ditches, natural drainage, and streams prohibited.**

It shall be unlawful to throw or deposit trash, fill dirt or any other material into any ditch, natural drainage or stream or in any way to interfere with or obstruct the flow in such ditch, natural drainage or stream in such a manner as to increase the breeding habitat for mosquitoes.

**Section 9. Responsibility of owner, agent, trespasser.**

The person held to be responsible for the correction of conditions on premises giving rise to or likely to give rise to breeding of mosquitoes shall be the owner, in his absence the agent of the owner of such premises; provided, any tenant causing such condition shall also be held responsible.

Where a trespasser or other person is known to cause or to have caused such conditions without consent of the owner, agent or tenant, then such person shall also be held responsible.

**Section 10. Larvae evidence of breeding; failure to correct after notice.**

The natural presence of mosquito larvae in standing or running water shall be evidence that mosquitoes are breeding there, and failure to prevent such breeding shall be deemed a violation of this ordinance. The responsible person shall have three (3) days from the date of notification to correct the conditions causing a violation of this ordinance; thereafter, the responsible person may be subject to fine, remediation, or both.

At the discretion of the Mosquito Control Official, the three (3) day period for correction may be extended at the time of notification if there is reasonable cause to believe that the correction may not be able to be completed within the three (3) day period.

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**Section 11. Correction of violations by action of the Mosquito Control Official.**

If a person responsible for conditions giving rise to the breeding of mosquitoes shall fail or refuse to take the necessary measures to prevent the same within three (3) days after notification or in the time specified in writing by the Mosquito Control Official as allowed by Sec. 10, the owner may be subject to remediation of the violation of this ordinance as allowed by the Mississippi Code, Sec. 19-5-105. Cleaning private property; lien. The cost of such remediation may be recovered by Harrison County as allowed by law.

**Section 12. Exigent situations**

When it is reasonable to assume that the public health is in peril, and where the owner of the property is not available or is unresponsive to the request of the Mosquito Control Official after notification has been given, the Mosquito Control Official shall have the authority to seek and obtain a court order to proceed with the correction of conditions promoting mosquito breeding. The cost of said correction of conditions shall be eligible for recovery by Harrison County as allowed by law.

**Section 13. Enforcement by Mosquito Control Official, right of entry; violations.**

The Mosquito Control Official shall enforce the provisions of this ordinance, and for this purpose, the Mosquito Control Official and any person acting under the authority of the Mosquito Control Official may at all reasonable times enter in and upon any premise within the un-incorporated portions of Harrison County.

Any person charged with any of the duties imposed by this ordinance who fails, within the time designated by this ordinance or within the time stated in the notification by the Mosquito Control Official, to perform such duties, or carry out the necessary measures to the satisfaction of the Mosquito Control Official, shall be deemed guilty of violation of this ordinance and subject to remediation as allowed in Section 11 and/or be guilty of a misdemeanor.

After the expiration of the time allowed by this ordinance for correction of conditions by the responsible person and where the violation has not been corrected, the responsible person shall be deemed guilty of a separate violation of the ordinance for each day that the violation continues to exist.

**Section 14. Penalties.**

A person found guilty of a misdemeanor for a violation of this ordinance shall be subject to a fine of not less than twenty-five (\$25.00) dollars nor more than five hundred (\$500.00) dollars for each day that the violation occurs beyond the three day period set forth in this ordinance for correction of conditions.



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

Supervisor BOBBY ELEUTERIUS \_\_\_\_\_

Supervisor LARRY BENEFIELD \_\_\_\_\_

Supervisor MARLIN LADNER \_\_\_\_\_

Supervisor WILLIAM MARTIN \_\_\_\_\_

Supervisor CONNIE ROCKCO \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

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

**ORDER ACKNOWLEDGING RECEIPT OF MOSQUITO DELETO PROPANE  
MOSQUITO TRAPS DONATED BY THE COLEMAN COMPANY TO ALL MISSISSIPPI  
COUNTIES THROUGH THE HOSPICES OF THE MISSISSIPPI ASSOCIATION OF  
SUPERVISOR TO BE USED BY THE MOSQUITO CONTROL DEPARTMENT AND  
REQUESTING THE COUNTY ADMINISTRATOR TO SEND A THANK YOU NOTE TO  
THE COLEMAN COMPANY FOR THEIR DONATION**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY ACKNOWLEDGE RECEIPT of Mosquito Deleto propane mosquito traps donated by the Coleman Company to all Mississippi counties through the hospices of the Mississippi Association of Supervisor to be used by the Mosquito Control Department and requesting the County Administrator to send a thank you note to the Coleman Company for their donation.

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 <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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

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There came on for second reading and adoption the following Ordinance:

There came on for consideration at a meeting of the Harrison County Board of Supervisors held on the 7th day of October 2002, the following Ordinance:

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO PROVIDE FOR THE INSTALLATION  
OF A VAPOR BARRIER OVER THE SHEATHING ON ALL  
EXTERIOR WALLS ONE (1) AND TWO (2) FAMILY  
DWELLINGS; MULTI-FAMILY DWELLINGS; AND  
COMMERCIAL BUILDINGS, AND FOR RELATED  
PURPOSES**

WHEREAS, the Harrison County Board of Supervisors, in consultation with the Harrison County Code Administrator has determined that it would be in the best interest of the Citizens of Harrison County if an Ordinance is adopted to provide for a vapor barrier over the sheathing on all exterior walls one (1) and two (2) family dwellings; multi-family dwellings; and commercial buildings to assist in protection from moisture and other elements; and

WHEREAS, this Ordinance should specify the type and kind of vapor barrier to be installed over the sheathing of all exterior walls of the herein described buildings; and

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

Section 1: The matters, facts and things set forth in the preamble are hereby incorporated in this Ordinance as the official findings of the Harrison County Board of Supervisors.

Section 2: It shall be required in Harrison County, in the construction of one (1) and two (2) family dwellings; multi-

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family dwellings; and commercial buildings; that a vapor barrier over the sheathing on all exterior walls, shall be covered with at least fifteen (15) pound felt, or craft waterproof building paper, or better. Building paper and felt shall be free from holes and breaks other than those created by fasteners and construction systems due to attaching to the barrier, and shall be applied over studs or sheathing of all exterior walls. Such felt or paper shall be applied horizontally with the upper layer lapped over the lower layer not less than two (2) inches (51 mm). Where vertical joints occur, felt or paper shall be lapped not less than six (6) inches (152 mm).

Section 3: This Ordinance shall take full force and effect according to the conditions specified herein thirty days after passage and enactment according to law. Before becoming effective, this Ordinance shall be published according to law.

Supervisor CONNIE M. ROCKCO moved, and Supervisor MARLIN R. LADNER seconded the motion to adopt the above and foregoing Ordinance, whereupon the President put the question to a vote with the following results:

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

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Ordinance adopted on this the 7<sup>th</sup> day of October 2002.

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**ORDER AUTHORIZING AND APPROVING CONTRACT WITH**  
**GUILD HARDY ARCHITECTS ASSOCIATES, P.A. FOR**  
**ARCHITECTURAL/ENGINEERING/TELECOMMUNICATIONS**  
**SERVICES FOR AN E-911 CALL AND DISPATCH CENTER**

WHEREAS, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under the authority of Section 19-5-305 of the Mississippi Code of 1972 Annotated, as amended, and its membership represents all city and county public agencies in Harrison County, and the Harrison County Emergency Communications Commission is governed and empowered according to Sections 19-5-301, et seq. Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, the Harrison County Board of Supervisors, by Resolution passed on January 24, 2000, supported the concept of the county-wide communications plan that would consolidate communication resources and would utilize excess E-911 funds for purchase of infrastructure to be utilized according to the State of Mississippi "Emergency Telephone Service" law for a county-wide system administered by the Harrison County Emergency Communications System; and

WHEREAS, as a part of the plan to develop a county-wide communications system, the Harrison County Emergency Communications Commission is beginning the process of constructing the E-911 Dispatch Center and issued a Request for Statement of Qualifications for architectural/engineering/telecommunications design services to design the E-911 Call and Dispatch Center and Guild Hardy Architects Associates, P.A. was chosen as the best qualified; and

WHEREAS, the Harrison County Emergency Communications Commission and the Harrison County Emergency Communications Commission Building Committee recommended by vote on June 13, 2002, that the Harrison County Board of Supervisors authorize Harrison County Emergency Communications Commission to enter into negotiations with Guild Hardy Architects Associates, P.A., to design the building of the E-911 Call and Dispatch Center, a copy of said Minutes being attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, the Harrison County Board of Supervisors authorized the Harrison County Emergency Communications Commission to enter into negotiations with Guild Hardy Architects Associates, P.A., to design the building of the E-911 Call and Dispatch Center, a copy of said Order, dated June 24, 2002, being attached hereto

and incorporated herein by reference as **Exhibit "B"**; and

**WHEREAS**, Guild Hardy Architects Associates, P.A. has offered to execute an Agreement with Harrison County and the Harrison County Emergency Communications Commission, for architectural/engineering/telecommunications design services in the development and design of the E-911 Call and Dispatch Center, a copy of said proposed contract being attached hereto and incorporated herein as **Exhibit "C"**; and

**WHEREAS**, the Harrison County Emergency Communications Commission found by Resolution dated September 12, 2002, that the Harrison County Board of Supervisors should enter into a contract with Guild Hardy Architects Associates, P.A., to design the building of an E-911 Call and Dispatch Center, a copy of said Resolution being attached hereto and incorporated herein by reference as **Exhibit "D"**; and

**WHEREAS**, the Resolution also provided that the scope of services for the E-911 Call and Dispatch Center are noted in said contract, with Compensation listed under Article 1.5 on page 11, which the Harrison County Emergency Communications Commission found to be fair market value for the services rendered;

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

SECTION I

The contract with Guild Hardy Architects Associates, P. A. for architectural/engineering/telecommunications services for the E-911 Call and Dispatch Center, a copy of which is attached hereto and incorporated herein as Exhibit "C", is authorized and approved and the President of the Board of Supervisors is authorized to execute the aforesaid contract on the behalf of the Harrison County Board of Supervisors.

Motion was made by Supervisor **CONNIE M. ROCKCO**, and seconded by Supervisor **MARLIN R. LADNER** to adopt the foregoing Order. After discussion, the matter was put to a roll call vote. The result was as follows:

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 declared the motion carried and the order adopted.

THIS the 7<sup>th</sup> day of October 2002.

\* \* \*



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**RESOLUTION RECOMMENDING THAT THE  
HARRISON COUNTY BOARD OF SUPERVISORS  
AUTHORIZE AND APPROVE CONTRACT WITH  
GUILD HARDY ARCHITECTS ASSOCIATES, P.A. FOR  
ARCHITECTURAL/ENGINEERING/TELECOMMUNICATIONS  
SERVICES FOR AN E-911 CALL AND DISPATCH CENTER**

**WHEREAS**, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under the authority of Section 19-5-305 of the Mississippi Code of 1972 Annotated, as amended, and its membership represents all city and county public agencies in Harrison County, and the Harrison County Emergency Communications Commission is governed and empowered according to Sections 19-5-301, et seq. Mississippi Code of 1972 Annotated, as amended; and

**WHEREAS**, the Harrison County Board of Supervisors, by Resolution passed on January 24, 2000, supported the concept of the county-wide communications plan that would consolidate communication resources and would utilize excess E-911 funds for purchase of infrastructure to be utilized according to the State of Mississippi "Emergency Telephone Service" law for a county-wide system administered by the Harrison County Emergency Communications System; and

**WHEREAS**, as a part of the plan to develop a county-wide communications system, the Harrison County Emergency Communications Commission is beginning the process of constructing the E-911 Dispatch Center and issued request for statement of qualifications for architectural/engineering/telecommunications design services of an E-911 Call and Dispatch Center and Guild Hardy Architects Associates, P.A. was chosen as the best qualified; and

**WHEREAS**, the Harrison County Emergency Communications Commission and the Harrison County Emergency Communications Commission Building Committee recommended by

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vote on on June 13, 2002, that the Harrison County Board of Supervisors authorize Harrison County Emergency Communications Commission to enter into negotiations with Guild Hardy Architects Associates, P.A., to design the building of an E-911 Call and Dispatch Center, a copy of said Minutes being attached hereto and incorporated herein by reference as **Exhibit "A"**; and

**WHEREAS**, the Harrison County Board of Supervisors authorized the Harrison County Emergency Communications Commission to enter into negotiations with Guild Hardy Architects Associates, P.A., to design the building of an E-911 Call and Dispatch Center, a copy of said Order, dated June 24, 2002, being attached hereto and incorporated herein by reference as **Exhibit "B"**; and

**WHEREAS**, Guild Hardy Architects Associates, P.A. has offered to execute an Agreement with Harrison County and the Harrison County Emergency Communications Commission, for architectural/engineering/telecommunications design services in the development and design of an enhanced 911 service building, a copy of said proposed contract being attached hereto and incorporated herein as **Exhibit "C"**; and

**WHEREAS**, said contract for the scope of services for the 911 Call and Dispatch Facility and the Emergency Operations Center are noted on said contract, with Compensation listed under Article 1.5 on page 11, which the Harrison County Emergency Communications Commission finds to be fair market value;

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

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SECTION 1

The contract with Guild Hardy Architects Associates, P.A. for architectural/engineering/telecommunications services for the E-911 Call and Dispatch Center, a copy of which is attached hereto and incorporated herein as **Exhibit "C"**, is authorized and approved, subject to and contingent upon approval by the Harrison County Board of Supervisors. The Harrison County Emergency Communications Commission recommends to the Harrison County Board of Supervisors that it authorize, approve and sign the aforesated contract.

**RESOLVED** on this the 12th day of September, 2002.

The above and foregoing Resolution was introduced by Commissioner George Mixon, who moved the adoption of same. Said Motion was seconded by Commissioner Rich Marvil.

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

Chief RICH MARVIL, Pass Christian Fire Department	<u>AYE</u>
Chief BRUCE DUNAGAN, Biloxi Police Department (Rodney McGowan - proxy)	<u>AYE</u>
Sheriff GEORGE H. PAYNE, JR., Harrison County Sheriff's Dept. (Robert Parker - proxy)	<u>AYE</u>
LINDA ROUSE, Harrison County Civil Defense	<u>ABSENT</u>
Chief GEORGE MIXON, Harrison County Fire Services	<u>AYE</u>
Chief WAYNE PAYNE, Gulfport Police Department	<u>AYE</u>
Chief PAT SULLIVAN, Gulfport Fire Department	<u>AYE</u>
BOBBY SPAYDE, 1st Judicial District	<u>AYE</u>
JEFF TAYLOR, 2nd Judicial District	<u>AYE</u>
STEVE FORD, County at Large	<u>AYE</u>

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STEVE DELAHOUSEY, Emergency Medical Services

AVE

HARLEY SHINKER, Long Beach Police Department  
(DEE SHINKER-PRM)

AVE

JIM COMER, D'Iberville Fire Department

ABSENT

JOHN DUBUISSON, Pass Christian Police Department

AVE

KATHY FICK, Mississippi Highway Patrol

ABSENT

CHIEF GEORGE BASS, Long Beach Fire Department

AVE

CHIEF DAVID ROBERTS, Biloxi Fire Department

AVE

WHEREUPON, Chairman STEVE DELAHOUSEY declared the motion carried and the resolution adopted on the 12th day of September, 2002.

**HARRISON COUNTY EMERGENCY  
COMMUNICATIONS COMMISSION**

BY:

Steve J. Delahousey

ATTEST:

Robert S. Bailey

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**Harrison County Emergency  
Communications Commission**

15309-B Community Road, Gulfport, Mississippi 39503

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

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

**Minutes of the Harrison County Emergency  
Communications Commission Meeting**  
**Thursday, June 13, 2002**  
**9:00 A.M.**

The meeting was called to order at 9:00 a.m. by Chairman Steve Delahousey.

**Introduction of members and guests**

**Members Present**

Steve Delahousey, Harrison County EMS  
Chief David Roberts, Biloxi Fire Department  
Captain Dee Schultz, Long Beach Fire Department  
Chief John Dubuisson, Pass Christian Police Department  
Chief Wayne Payne, Gulfport Police Department  
Chief Pat Sullivan, Gulfport Fire Department  
Chief George Bass, Long Beach Fire Department  
Chief Rich Marvil, Pass Christian Fire Department  
Chief George Mixon, Harrison County Fire Service  
Bobby Spayde, 1<sup>st</sup> Judicial District  
Jeff Taylor, 2<sup>nd</sup> Judicial District  
Steve Ford, County at Large  
Gil Bailey, HCECC Director  
Cy Faneca, HCECC Counsel

**Members Absent**



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Sheriff George Payne, Harrison County Sheriff Department  
Lt. Kathy Fick, Mississippi Highway Patrol  
Linda Rouse, Harrison County Civil Defense  
Chief Bruce Dunagan, Biloxi Police Department  
Chief Jim Comer, D'Iberville Fire Department

**Guests**

Shirley Gay, Harrison County Zoning  
Robert Parker, Proxy for Sheriff George Payne  
Asst. Chief Rodney McGilvary, Proxy for Chief Bruce Dunagan  
Deputy Chief William Bragg, Gulfport Fire Department  
Richard Rose, Project Impact  
Sheri Hockamp, Biloxi Police Department  
Vic Wardlaw, M/A-COM Private Radio Systems  
Nick Tusa, Moses Engineers  
Larry Patterson, Patterson Communications  
Butch Jordan, City of Gulfport  
George Scholl, Jackson County Emergency Communications District

**Quorum established**

Chairman Delahousey welcomed the guests and extended a special welcome to Mr. George Scholl, 911 Director for Jackson County.

**Approval of minutes from May 9, 2002 meeting.**

A motion was made to accept the minutes by David Roberts, seconded by George Bass. The motion carried.

**Director's Report**

Director Bailey reported that the radio equipment building for the Mississippi Power Company Tower is scheduled to be installed on Tuesday, June 18, 2002. The tower construction at the Woolmarket Site is currently awaiting Federal Aviation Administration approval in order to begin construction. Mr. Bailey reported that he has already contacted a number of agencies across the country that have already dealt with the formation of a consolidated communications center in order to gain additional insight from these agencies. He further reported that he was establishing a check sheet of issues that needed to be addressed by the various agencies moving to the new communications center. Mr. Bailey advised that he would be scheduling meetings with the various agencies to make them aware of the issues and to begin the process of a smooth transfer of dispatch locations. The radio system for the month of May had over 500,000 transmissions just from the Gulfport Police & Fire Departments yet it never exceeded 21% of the system capacity. The average system loading for the month was 17%.

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**Old Business**

1. **Review and consider approval of the media access policy for the Harrison County Emergency Communications Commission radio system.** George Mixon made a motion to accept the policy for the purpose of discussion. The motion was seconded by Rich Marvil. Chairman Delahousey requested an update on the media committee's work since he had been unable to attend the original meeting with the media. Chairman Delahousey asked Mr. Scholl with Jackson County if they had a media policy in place with their system. Mr. Scholl advised that they did not have a policy that he was aware of. Steve Ford, Committee Chair stated that due to the eventual ability of the media to scan 800 MHz digital radio the committee decided to leave the final approval of the ability to scan an agency's dispatch talk group to the individual agency head. This would help to keep the HCECC from being involved in any disagreements between the media and a particular agency. Chairman Ford further stated that one of the requirements of having access would be that the media agency would be qualified to receive Civil Defense media passes. Chairman Delahousey asked if any media agency had asked for two way radio communications. Chairman Delahousey asked Director Bailey if the HCECC radio system had the capability to restrict a radio to monitor only. Mr. Bailey confirmed that the radios could be programmed to receive only on certain talk groups and have full two way communications on other talk groups. Mr. Bailey further stated that none of the media representatives present at the initial meeting requested two way communications. Chairman Delahousey expressed a concern from the EMS environment that sensitive patient information is routinely passed over the radio to medical control personnel without having to worry about someone monitoring. Cy Faneca, legal counsel, informed Chairman Delahousey that the media had not indicated a desire to monitor any talk groups other than the primary dispatch talk groups for each agency they were approved to monitor. Chairman Delahousey asked the law enforcement agencies present what their feelings were regarding the media's ability to monitor the dispatch talk groups. Chief Wayne Payne stated that he liked the policy from the point that each agency has the ability to control whether or not their agency will be monitored. In addition the policy allows the future directors of the member agencies to expand or restrict media access to their talk groups as they desire. Chief David Roberts inquired of Director Bailey how easy would it be to disable a talk group from a radio. Mr. Bailey indicated that as soon as he was notified he could access the radio system and remove a radio from service. Chairman Delahousey expressed his concern of possible abuse of the monitoring capability by the media by excessive calls into the dispatch centers causing a disruption in dispatch center operations. The issue of the media possibly obtaining additional talk group access by seeking outside programming of their radios was also addressed. Mr. Bailey indicated that there were two ways to address the issue. The first would be to require that the radios purchased by the media be controlled by means of a programming access card which would require the 911 Commission to purchase the necessary software and equipment at a cost of approximately \$25,000.00. This would prevent anyone other than the holder of

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the programming card which would be the 911 Commission from programming the radio. The other method would be frequent compliance checks of the media radios by the 911 Commission. If a radio was found to contain unauthorized talk groups it would immediately be removed from service and the media agency advised of the violation. Mr. Faneca also reminded the members that according to the policy the 911 Commission or their designee are the only ones that can program the radios. Chairman Delahousey also expressed his concern of the dispatch centers being swamped with calls during major emergencies when they hear all the dispatch activity. Chief Pat Sullivan raised the question of how many radios the media was going to be authorized to purchase for use in monitoring the dispatch talk groups. This particular issue was not specifically addressed previously by the media committee but requests for additional radios will be considered on an individual basis. Chairman Delahousey also asked to include language in the policy to limit the number of radios that a media organization could purchase. At this time George Mixon called for the question on the motion on the floor. The vote was taken to remove the motion from discussion. The motion carried. The vote was then called for to approve the media policy. The motion carried. Chairman Delahousey voted nay.

2. **Discuss recommendation of the Building Committee for the selection of an architect for construction of the new 911 Communications Center.** Chairman Delahousey reported that the building committee had met the previous week to review and evaluate the proposals submitted by various architectural firms and requested a motion to enter into executive session in order to discuss the proposals. A motion was made by George Bass to enter into executive session and seconded by George Mixon. The motion carried.

**Enter Executive Session**

A motion was made by George Bass to move out of executive session which was seconded by John Dubuisson. The motion carried.

**Return to Open Session**

Chairman Delahousey informed the guests who had returned that the purpose of the executive session was to discuss the selection of an architect for the design of the new 911 Communications Center. There was a motion by George Mixon to accept the firm of Guild-Hardy & Associates as the recommended firm for the design of the 911 Communications Center and to forward this recommendation to the Board of Supervisors for approval to enter into negotiations with Guild-Hardy. The motion was seconded by Rich Marvil. The motion carried.



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3. **Update on Audit Committee.** Audit Chair George Mixon reported that proposals had been received from three audit firms and forwarded to legal for review. Mr. Faneca reported that the proposals all appeared to be in order. Chief Mixon reported that the proposals had also been reviewed by Mr. Doug Armstrong for compliance. A motion was made by Steve Ford to accept the lowest bid and proceed with the lowest bid received. The motion was seconded by Wayne Payne. The motion carried.
4. **Update on Biloxi tower access.** Chairman Delahousey informed the members that due to additional users being placed on the tower located adjacent to the Biloxi Dispatch Center that it is no longer cost effective to use that particular tower as a site. The cost of improving the tower to meet our needs and leasing necessary space for the microwave system have made the construction of a separate tower a more cost effective solution. Mr. Delahousey advised that he has already made initial contact with the City of Biloxi to determine an alternate site still within the immediate vicinity of the Dispatch Center. Mr. Bailey explained the various issues that had made the construction of a separate tower a more viable solution. This included the cost of strengthening the tower, relocation of existing cables on the tower, compensation to existing vendors for lost revenue due to being off the air, long term monthly lease costs for microwave dishes. Mr. Bailey also mentioned the fact that the 911 Commission could possibly defray the cost by leasing excess space on the tower to other wireless vendors. Pat Sullivan requested that we design the tower with the capability to support additional tower users. Chief Sullivan also asked how long this would delay the system. Mr. Nick Tusa with Moses Engineers explained that as long as we moved forward in a timely fashion we would not face any slide in the time line as other work could be completed at other locations during this time. Mr. Larry Patterson with Patterson Communications mentioned that the City of Biloxi wanted everything to follow all proper permitting procedures for this tower. Mr. Patterson also indicated that Mr. Jim Borsig, CAO with the City of Biloxi has indicated his support in resolving this issue. Chief George Mixon asked what the additional cost would be for the additional tower. Mr. Tusa advised that it would be approximately \$550,000.00. Mr. Bailey also mentioned that the initial strengthening cost would be in the area of \$200,000.00. Mr. Patterson also mentioned the cost of additional cable in the area of \$25,000.00, loss of revenue due to off the air by other tower users, yearly microwave costs of \$36,000.00. This showed that the Commission could very easily spend as much to get on the existing tower as it would cost to build a new tower in a very short period of time. He also mentioned that the existing tower is only rated for 105 mph winds while the specification for the other towers the Commission is building calls for 150 mph wind rating. A motion was made by Jeff Taylor to approve negotiations with the City of Biloxi for the placement of an additional tower on the City of Biloxi property adjacent to their dispatch center. The motion was seconded by George Mixon. The motion carried.

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**New Business**

1. **Approve payment to Fullhouse Venture Company, L.P. in the amount of \$1,054.17 for rental storage warehouse for the month of June 2002. The City of Gulfport will reimburse for 50% of this expense. A motion to approve payment was made by George Mixon and seconded by Wayne Payne. The motion carried.**
2. **Approve payment to Dukes, Dukes, Keating & Faneca in the amount of \$5,965.68 for legal services rendered (invoice attached). A motion to approve was made by Jeff Taylor seconded by David Roberts. The motion carried.**
3. **Consider request from Gil Bailey to attend the National Association of Public Safety Communications Officers Conference & Exposition in Nashville, TN. August 11 - 15, 2002. The projected cost is \$1,470.00 (cost summary attached). A motion to approve was made by John Dubuisson and seconded by Steve Ford. Pat Sullivan asked if this was a conference that just Director Bailey would benefit from or if others such as dispatchers would benefit from this type seminar. Mr. Bailey explained that this seminar has training that benefits everyone from the line level dispatchers to the top supervisors. The question was called. The motion carried with George Mixon voting nay.**
4. **Consider request to obtain bids for asset and inventory validation software and hardware for HCECC assets (letter attached). Director Bailey explained that the software being considered is compliant with the State Auditors requirements and allows for actually placing a photo of the asset into the data file. Chairman Delahousey inquired as to the approximate costs and also whether or not Harrison County did not already have an asset tracking system. Mr. Bailey responded that the current asset control system is limited in its capabilities. George Mixon stated that the proposed system appears to provide for better tracking of the assets and accountability. A motion to approve asking the Board of Supervisors to allow issuing bids was made by Jeff Taylor seconded by George Mixon. The motion carried.**
5. **Consider request from Chairman Steve Delahousey and Director Gil Bailey for the purchase of two (2) EDACS Pro-Voice portable radios for use on the HCECC radio system. The total purchase cost is \$7,760.50 (letter attached). Chairman Delahousey indicated his desire to be able to monitor the system as it expands and monitor its performance. It was also noted that Director Bailey is currently depending on a loaner radio from the City of Gulfport to monitor the system for operation and problems. George Mixon inquired if there was money available for these purchases. It was pointed out that this was part of the purchases to be made from the State Loan Bank monies. Jeff Taylor inquired if these prices would be consistent throughout the purchases. Mr. Bailey responded that the prices are the bid prices extended from the City of Gulfport bids to the**

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Harrison County project and would not change. George Bass made a motion to approve the request seconded by Steve Ford. The motion carried.

6. **Consider request from the City of Gulfport for reimbursement in the amount of \$219,935.40 for engineering costs related to the design of the radio system infrastructure.** A motion to approve was made by John Dubuisson seconded by Rodney McGilvary (proxy for Bruce Dunagan). Chairman Delahousey stated that he had asked Director Bailey to determine if this was part of the original purchase contract agreement with the City of Gulfport. Mr. Faneca advised the members that this reimbursement was not part of the original City of Gulfport contract and the approval of this request would require a contract amendment. Chairman Delahousey asked for a comment from Chief Wayne Payne who stated that since the City of Gulfport system was being expanded into a county wide system that the reimbursement of the original infrastructure engineering costs was appropriate. Chairman Delahousey inquired if there was a break down of these costs. Mr. Bailey pointed out that a letter from Ted Moses of Moses Engineering was attached which had broken out the costs only as it related to infrastructure engineering. Mr. Faneca explained that since the existing contract with the City of Gulfport specifically listed what was being purchased that this item would require a change in the contract. Chairman Delahousey stated that based on the priority list previously established by the Commission that the implementation of infrastructure was the first priority and he felt this was a reasonable expenditure for infrastructure. John Dubuisson amended his motion to approve an amendment to the contract with the City of Gulfport. This motion carried. The motion to repay the City of Gulfport also carried.
7. **Consider request for repayment to the City of Gulfport in the amount of \$45,124.84 for repayment of radio system infrastructure costs.** A motion to approve was made by Jeff Taylor seconded by John Dubuisson. The motion carried.
8. **Chief David Roberts presented a list of critical buildings to be covered by the new radio system.** Mr. Bailey received the list from Chief Roberts and also asked the other members to submit a list of any buildings that they were concerned about coverage in their particular jurisdictions. Chairman Delahousey inquired if this was not already covered in our bid specifications. Mr. Tusa explained the engineering that had already gone into the radio system design with an additional margin of coverage. He further explained that during testing of the system any areas that are lacking adequate coverage will be identified and coverage solutions proposed. Chairman Delahousey indicated that the Commission would forward to the vendor the updated lists of critical coverage buildings.
9. Director Bailey informed the Commission that he had recently received inquiries from the FBI in regards to moving onto local public safety systems and paying their fair share. He also advised that the Mississippi Department of Corrections

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had also inquired on sharing system access across the State of Mississippi. Chairman Delahousey requested that they submit their requests in writing.

10. Chairman Delahousey briefed the Commission members on a recent meeting with the Local Emergency Planning Committee in St. Tammany Parish and their desire to work with Harrison County in the area of emergency planning.

**Adjourn: 10:51 A.M.** A motion to adjourn was made by George Mixon seconded by Pat Sullivan. The motion carried. The next scheduled meeting is Thursday, July 11, 2002, at 9:00 a.m. The meeting will be held at American Medical Response.

Minutes prepared by Robert Bailey

Approved: Steven J. Delahousey Date: 6-20-02  
Steven J. Delahousey, Chairman

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**ORDER AUTHORIZING THE HARRISON COUNTY EMERGENCY  
COMMUNICATIONS COMMISSION TO ENTER INTO NEGOTIATIONS WITH  
GUILD HARDY ARCHITECTS ASSOCIATES, P.A. FOR  
ARCHITECTURAL/ENGINEERING/TELECOMMUNICATIONS DESIGN SERVICES  
FOR AN E-911 DISPATCH CENTER**

WHEREAS, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under the authority of Section 19-5-305 of the Mississippi Code of 1972 Annotated, as amended, and its membership represents all city and county public agencies in Harrison County, and the Harrison County Emergency Communications Commission is governed and empowered according to Sections 19-5-301, et seq. Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, the Harrison County Board of Supervisors, by Resolution passed on January 24, 2000, supported the concept of the county-wide communications plan that would consolidate communication resources and would utilize excess E-911 funds for purchase of infrastructure to be utilized according to the State of Mississippi "Emergency Telephone Service" law for a county-wide system administered by the Harrison County Emergency Communications System; and

WHEREAS, as a part of the plan to develop a county-wide communications system, the Harrison County Emergency Communications Commission is beginning the process of constructing the E-911 Dispatch Center and has issued requests for quotations for architectural/engineering/telecommunications design services of an E-911 Dispatch Center and Guild Hardy Architects Associates, P.A. was chosen as the best qualified; and

WHEREAS, the Harrison County Emergency Communications Commission and the Harrison County Emergency Communications Commission Building Committee recommended by vote on June 13, 2002, that the Harrison County Board of Supervisors authorize Harrison County Emergency Communications Commission to enter into negotiations with Guild Hardy  
Bd-Approving Negotiations w-Guild-Hardy Architects



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Architects Associates, P.A., to design the building of an E-911 Dispatch Center, a copy of said Minutes being attached hereto and incorporated herein by reference as Exhibit "A"; and

**WHEREAS**, the Harrison County Board of Supervisors finds that the construction of the E-911 Dispatch Center is necessary for carrying out the purposes of the E-911 Act (§ 19-5-301, et seq. of the Mississippi Code of 1972 Annotated, as amended) within Harrison County; and

**WHEREAS**, the Harrison County Board of Supervisors finds that the construction of the E-911 Dispatch Center would be in the best interest of the taxpayers of Harrison County;

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

**Section 1:** The construction of the E-911 Dispatch Center is necessary for carrying out the purposes of the E-911 Act (§ 19-5-301, et seq. of the Mississippi Code Annotated, as amended) within Harrison County and is in the best interest of the taxpayers of this County.

**Section 2:** The Harrison County Emergency Communications is directed to enter into negotiations with Guild Hardy Architects Associates, P.A. for architectural, engineering and telecommunications services to design the building of an E-911 Dispatch Center.

Bd-Approving Negotiations w-Guild-Hardy Architects

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The above and foregoing Order introduced by Supervisor Benefield, and following the reading of the foregoing Motion, Supervisor Eleuterius seconded. After discussion, the matter was put to a roll call vote. The result was as follows:

Supervisor BOBBY ELEUTERIUS voted	<u>AYE</u>
Supervisor LARRY BENEFIELD voted	<u>AYE</u>
Supervisor MARLIN LADNER voted	<u>(ABSENT &amp; EXCUSED)</u>
Supervisor WILLIAM MARTIN voted	<u>AYE</u>
Supervisor CONNIE ROCKCO voted	<u>AYE</u>

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body declared the motion carried and the Order adopted, on this the 24th day of June, 2002.

**ORDERED** on this the 24th day of June, 2002.

Bd-Approving Negotiations w-Guild-Hardy Architects

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**Harrison County Emergency  
Communications Commission**

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

**Minutes of the Harrison County Emergency  
Communications Commission Meeting  
Thursday, June 13, 2002  
9:00 A.M.**

The meeting was called to order at 9:00 a.m. by Chairman Steve Delahousey.

**Introduction of members and guests**

**Members Present**

Steve Delahousey, Harrison County EMS  
Chief David Roberts, Biloxi Fire Department  
Captain Dee Schultz, Long Beach Fire Department  
Chief John Dubuissou, Pass Christian Police Department  
Chief Wayne Payne, Gulfport Police Department  
Chief Pat Sullivan, Gulfport Fire Department  
Chief George Bass, Long Beach Fire Department  
Chief Rich Marvil, Pass Christian Fire Department  
Chief George Mixon, Harrison County Fire Service  
Bobby Spayde, 1<sup>st</sup> Judicial District  
Jeff Taylor, 2<sup>nd</sup> Judicial District  
Steve Ford, County at Large  
Gil Bailey, HCECC Director  
Cy Faneca, HCECC Counsel

**Members Absent**

Sheriff George Payne, Harrison County Sheriff Department  
Lt. Kathy Fick, Mississippi Highway Patrol  
Linda Rouse, Harrison County Civil Defense  
Chief Bruce Dunagan, Biloxi Police Department  
Chief Jim Comer, D'Iberville Fire Department



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**Guests**

Shirley Gay, Harrison County Zoning  
Robert Parker, Proxy for Sheriff George Payne  
Asst. Chief Rodney McGilvary, Proxy for Chief Bruce Dunagan  
Deputy Chief William Bragg, Gulfport Fire Department  
Richard Rose, Project Impact  
Sheri Hockamp, Biloxi Police Department  
Vic Wardlaw, M/A-COM Private Radio Systems  
Nick Tusa, Moses Engineers  
Larry Patterson, Patterson Communications  
Butch Jordan, City of Gulfport  
George Scholl, Jackson County Emergency Communications District

**Quorum established**

Chairman Delahousey welcomed the guests and extended a special welcome to Mr. George Scholl, 911 Director for Jackson County.

**Approval of minutes from May 9, 2002 meeting.**

A motion was made to accept the minutes by David Roberts, seconded by George Bass. The motion carried.

**Director's Report**

Director Bailey reported that the radio equipment building for the Mississippi Power Company Tower is scheduled to be installed on Tuesday, June 18, 2002. The tower construction at the Woolmarket Site is currently awaiting Federal Aviation Administration approval in order to begin construction. Mr. Bailey reported that he has already contacted a number of agencies across the country that have already dealt with the formation of a consolidated communications center in order to gain additional insight from these agencies. He further reported that he was establishing a check sheet of issues that needed to be addressed by the various agencies moving to the new communications center. Mr. Bailey advised that he would be scheduling meetings with the various agencies to make them aware of the issues and to begin the process of a smooth transfer of dispatch locations. The radio system for the month of May had over 500,000 transmissions just from the Gulfport Police & Fire Departments yet it never exceeded 21% of the system capacity. The average system loading for the month was 17%.

**Old Business**

1. **Review and consider approval of the media access policy for the Harrison County Emergency Communications Commission radio system.** George Mixon made a motion to accept the policy for the purpose of discussion. The motion was seconded by Rich Marvil. Chairman Delahousey requested an update on the media committee's work since he had been unable to attend the original meeting with the media. Chairman Delahousey asked Mr. Scholl with Jackson County if they had a media policy in place with their system. Mr. Scholl advised that they did not have a policy that he was aware of. Steve Ford, Committee

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radio the committee decided to leave the final approval to the ability to scan an agency's dispatch talk group to the individual agency head. This would help to keep the HCECC from being involved in any disagreements between the media and a particular agency. Chairman Ford further stated that one of the requirements of having access would be that the media agency would be qualified to receive Civil Defense media passes. Chairman Delahousey asked if any media agency had asked for two way radio communications. Chairman Delahousey asked Director Bailey if the HCECC radio system had the capability to restrict a radio to monitor only. Mr. Bailey confirmed that the radios could be programmed to receive only on certain talk groups and have full two way communications on other talk groups. Mr. Bailey further stated that none of the media representatives present at the initial meeting requested two way communications. Chairman Delahousey expressed a concern from the EMS environment that sensitive patient information is routinely passed over the radio to medical control personnel without having to worry about someone monitoring. Cy Faneca, legal counsel, informed Chairman Delahousey that the media had not indicated a desire to monitor any talk groups other than the primary dispatch talk groups for each agency they were approved to monitor. Chairman Delahousey asked the law enforcement agencies present what their feelings were regarding the media's ability to monitor the dispatch talk groups. Chief Wayne Payne stated that he liked the policy from the point that each agency has the ability to control whether or not their agency will be monitored. In addition the policy allows the future directors of the member agencies to expand or restrict media access to their talk groups as they desire. Chief David Roberts inquired of Director Bailey how easy would it be to disable a talk group from a radio. Mr. Bailey indicated that as soon as he was notified he could access the radio system and remove a radio from service. Chairman Delahousey expressed his concern of possible abuse of the monitoring capability by the media by excessive calls into the dispatch centers causing a disruption in dispatch center operations. The issue of the media possibly obtaining additional talk group access by seeking outside programming of their radios was also addressed. Mr. Bailey indicated that there were two ways to address the issue. The first would be to require that the radios purchased by the media be controlled by means of a programming access card which would require the 911 Commission to purchase the necessary software and equipment at a cost of approximately \$25,000.00. This would prevent anyone other than the holder of the programming card which would be the 911 Commission from programming the radio. The other method would be frequent compliance checks of the media radios by the 911 Commission. If a radio was found to contain unauthorized talk groups it would immediately be removed from service and the media agency advised of the violation. Mr. Faneca also reminded the members that according to the policy the 911 Commission or their designee are the only ones that can program the radios. Chairman Delahousey also expressed his concern of the dispatch centers being swamped with calls during major emergencies when they hear all the dispatch activity. Chief Pat Sullivan raised the question of how many radios the media was going to be authorized to purchase for use in monitoring the dispatch talk groups. This particular issue was not specifically addressed previously by the media committee but requests for additional radios will be considered on an individual basis. Chairman Delahousey also asked to include language in the policy to limit the number of radios that a media organization could purchase. At this time George Mixon called for the question on the motion

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motion carried. The vote was then called for to approve the media policy. The motion carried. Chairman Delahousey voted nay.

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**Enter Executive Session**

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responded that the current asset control system is limited in its capabilities. George Mixon stated that the proposed system appears to provide for better tracking of the assets and accountability. A motion to approve asking the Board of Supervisors to allow issuing bids was made by Jeff Taylor seconded by George Mixon. The motion carried.

5. **Consider request from Chairman Steve Delahousey and Director Gil Bailey for the purchase of two (2) EDACS Pro-Voice portable radios for use on the HCECC radio system. The total purchase cost is \$7,760.50 (letter attached).** Chairman Delahousey indicated his desire to be able to monitor the system as it expands and monitor its performance. It was also noted that Director Bailey is currently depending on a loaner radio from the City of Gulfport to monitor the system for operation and problems. George Mixon inquired if there was money available for these purchases. It was pointed out that this was part of the purchases to be made from the State Loan Bank monies. Jeff Taylor inquired if these prices would be consistent throughout the purchases. Mr. Bailey responded that the prices are the bid prices extended from the City of Gulfport bids to the Harrison County project and would not change. George Bass made a motion to approve the request seconded by Steve Ford. The motion carried.
6. **Consider request from the City of Gulfport for reimbursement in the amount of \$219,935.40 for engineering costs related to the design of the radio system infrastructure.** A motion to approve was made by John Dubuisson seconded by Rodney McGilvary (proxy for Bruce Dunagan). Chairman Delahousey stated that he had asked Director Bailey to determine if this was part of the original purchase contract agreement with the City of Gulfport. Mr. Faneca advised the members that this reimbursement was not part of the original City of Gulfport contract and the approval of this request would require a contract amendment. Chairman Delahousey asked for a comment from Chief Wayne Payne who stated that since the City of Gulfport system was being expanded into a county wide system that the reimbursement of the original infrastructure engineering costs was appropriate. Chairman Delahousey inquired if there was a break down of these costs. Mr. Bailey pointed out that a letter from Ted Moses of Moses Engineering was attached which had broken out the costs only as it related to infrastructure engineering. Mr. Faneca explained that since the existing contract with the City of Gulfport specifically listed what was being purchased that this item would require a change in the contract. Chairman Delahousey stated that based on the priority list previously established by the Commission that the implementation of infrastructure was the first priority and he felt this was a reasonable expenditure for infrastructure. John Dubuisson amended his motion to approve an amendment to the contract with the City of Gulfport. This motion carried. The motion to repay the City of Gulfport also carried.
7. **Consider request for repayment to the City of Gulfport in the amount of \$45,124.84 for repayment of radio system infrastructure costs.** A motion to approve was made by Jeff Taylor seconded by John Dubuisson. The motion carried.
8. **Chief David Roberts presented a list of critical buildings to be covered by the new radio system.** Mr. Bailey received the list from Chief Roberts and also

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concerned about coverage in their particular jurisdiction. Chairman Delahousey inquired if this was not already covered in our bid specifications. Mr. Tusa explained the engineering that had already gone into the radio system design with an additional margin of coverage. He further explained that during testing of the system any areas that are lacking adequate coverage will be identified and coverage solutions proposed. Chairman Delahousey indicated that the Commission would forward to the vendor the updated lists of critical coverage buildings.

9. Director Bailey informed the Commission that he had recently received inquiries from the FBI in regards to moving onto local public safety systems and paying their fair share. He also advised that the Mississippi Department of Corrections had also inquired on sharing system access across the State of Mississippi. Chairman Delahousey requested that they submit their requests in writing.
10. Chairman Delahousey briefed the Commission members on a recent meeting with the Local Emergency Planning Committee in St. Tammany Parish and their desire to work with Harrison County in the area of emergency planning.

**Adjourn: 10:51 A.M.** A motion to adjourn was made by George Mixon seconded by Pat Sullivan. The motion carried. The next scheduled meeting is Thursday, July 11, 2002, at 9:00 a.m. The meeting will be held at American Medical Response.

Minutes prepared by Robert Bailey

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON

**CERTIFICATE**

I, JOHN McADAMS, Chancery Clerk and Ex-Officio Clerk of the Board of Supervisors in and for Harrison County, State of Mississippi, do hereby certify that the above and foregoing is a true and correct copy of an Order passed by the Board of Supervisors and entered at the June 2002 Term of said Board on the 24<sup>th</sup> day of June 2002, as fully as on record in my office in Gulfport, Mississippi of which I am the official custodian.

GIVEN under my hand and seal of said Board of Supervisors, at my office in Gulfport, Mississippi, this the 25<sup>th</sup> day of June 2002.

**JOHN McADAMS**

Chancery Clerk and Ex-Officio  
Clerk of the Board of Supervisors  
of Harrison County, Mississippi

By: Hennietta Carraway  
Deputy Clerk

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1997 Edition - Electronic Format

AIA Document B141 - 1997

*Standard Form of Agreement Between Owner and Architect  
with Standard Form of Architect's Services*

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year)*

BETWEEN the Architect's client identified as the Owner:

*(Name, address and other information)*  
Harrison County Board of Supervisors  
P.O. Drawer CC  
Gulfport, MS 39502-0860

and the Architect:

*(Name, address and other information)*  
Guild Hardy Associates Architects, P.A.  
P.O. Box 7119  
Gulfport, MS 39506

For the following Project:

*(Include detailed description of Project)*  
Harrison County Combined Public Safety Communications Center  
Harrison County, Mississippi

The Owner and Architect agree as follows.

ARTICLE 1.1 INITIAL INFORMATION

- 1.1.1 This Agreement is based on the following information and assumptions.  
*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*  
Based on the Request for Qualifications Notice issued by the Harrison County  
Emergency Communications Commission dated April 12, 2002.

*This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.*  
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#### 1.1.2 PROJECT PARAMETERS

##### 1.1.2.1 The objective or use is:

*(Identify or describe, if appropriate, proposed use or goals.)*

The Combined Communications Center. Additional functions to be determined.

##### 1.1.2.2 The physical parameters are:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)*

Site is located on Highway 49 at North Swan Road during the programming phase.  
Exact boundaries to be determined.

##### 1.1.2.3 The Owner's Program is:

*(Identify documentation or state the manner in which the program will be developed.)*

Program to be developed as a part of the Needs Assessment / Feasibility Study.

##### 1.1.2.4 The legal parameters are:

*(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)*

Legal description of site to be determined upon agreement of the 911 Commission and the Board of Trustees of Memorial Hospital.

##### 1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: to be defined.
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: to be defined.

##### 1.1.2.6 The time parameters are:

*(Identify, if appropriate, milestone dates, durations or fast track scheduling.)*

The following durations are:

1. Design Phase (after completion of Needs Assessment / Feasibility Study):  
6 months.
2. Bidding Negotiation Phase: 2 months.
3. Construction Phase: 18 months.

##### 1.1.2.7 The proposed procurement or delivery method for the Project is:

*(Identify method such as competitive bid, negotiated contract, or construction management.)*

Competitive bid in accordance with the public bid laws of the State of Mississippi.

##### 1.1.2.8 Other parameters are:

*(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)*

Special characteristics of project are security, environmental, and energy considerations.

#### 1.1.3 PROJECT TEAM

##### 1.1.3.1 The Owner's Designated Representative is:

*(List name, address and other information.)*

Robert G. Bailey  
Harrison County Emergency Communications Commission  
15309-B Community Road  
Gulfport, MS 39503

##### 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

*(List name, address and other information.)*

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

Harrison County Board of Supervisors  
1801 23rd Avenue  
Gulfport, MS 39501

1.1.3.3 The Owner's other consultants and contractors are:  
*(List discipline and, if known, identify them by name and address.)*  
Moses Engineers  
Radio Service Contractor

1.1.3.4 The Architect's Designated Representative is:  
*(List name, address and other information.)*  
W. Taylor Guild, III, Principal  
Guild Hardy Associates Architects, P.A.  
P.O. Box 7119  
Gulfport, MS 39506

1.1.3.5 The consultants retained at the Architect's expense are:  
*(List discipline and, if known, identify them by name and address.)*  
Architectural, Electrical, Mechanical and Telecommunications  
L. Robert Kimball & Associates  
21 West Washington Street  
Washington Square, Suite F  
West Chester, PA 19380

Security Consultant  
ArchiSec  
9205 LeVelle Drive  
Chevy Chase, MD 20815

Civil and Environmental Engineering  
Brown & Mitchell, Inc  
521 34th Street  
Gulfport, MS 39507

Structural Engineering  
Simpkins & Costelli, Inc.  
P.O. Box 6235  
Gulfport, MS 39506

1.1.4 Other important initial information is:

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.

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#### ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

##### 1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

##### 1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

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1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

#### ARTICLE 1.3 TERMS AND CONDITIONS

##### 1.3.1 COST OF THE WORK

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

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

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

##### 1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall

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terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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

#### 1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;

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- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

#### 1.3.4 MEDIATION

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

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

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

#### 1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

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

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

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

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

#### 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

#### 1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

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

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

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

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

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

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

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

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

#### 1.3.8 TERMINATION OR SUSPENSION

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

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

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

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

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

1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

#### 1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

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

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Paragraph 1.5.5;
- .8 other similar direct Project-related expenditures.

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

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

#### ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 *Enumeration of Parts of the Agreement.* This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:  
(List other documents, if any, delineating Architect's scope of services.)

1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

1. Attachment "A" - Proposed Methodology for Needs Assessment / Feasibility Study.
2. Attachment "B" - Fees and Expenses for Needs Assessment / Feasibility Study.
3. Attachment "C" - Proposed Payment Schedule.
2. Hourly Rate Schedules for Guild Hardy Associates Architects, P.A., L. Robert Kimball & Associates, Inc., Brown & Mitchell, Inc., ArchiSec, Inc., and Simpkins & Costelli, Inc.

1.4.2 *Special Terms and Conditions.* Special terms and conditions that modify this Agreement are as follows:

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#### ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Basic services shall be provided for a percentage fee calculated on a sliding scale as follows:

<u>Construction Value</u>	<u>Fee for Basic Services</u>
<u>\$5,000,000 - \$7,499,000</u>	<u>9% of construction cost</u>
<u>\$7,500,000 - 9,999,999</u>	<u>8.75% of construction cost</u>
<u>\$10,000,000 and greater</u>	<u>8.5% of construction cost</u>

The following services to be provided on a separate lump-sum fee basis:

1. Needs Assessment / Feasibility Study - \$130,200 (see Attachment "A").
2. Environmental Engineering Services. Fee to be negotiated upon completion of Needs Assessment / Feasibility Study.
3. Telecommunications Design. Fee to be calculated at 9% of equipment and installation value
4. Security Design. Fee ranging from \$35,000 to \$85,000 depending on the complexity and value of the equipment, but to be negotiated upon completion of Needs Assessment / Feasibility Study.
5. Furniture, Fixtures and Equipment Design (F, F & E). Services to be provided at same percentage rate as basic services.

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

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

Additional services or changes in the services of the Architect shall be compensated on an hourly basis using the attached rate schedules for each firm or a flat fee as approved by Owner.

No work except for Basic Services will be performed on this basis without prior written approval by the Owner.

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of One and One-Tenth ( 1.1 ) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of One and One-Tenth ( 1.1 ) times the expenses incurred by the Architect, and the Architect's employees and consultants.

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1.5.5 Other Reimbursable Expenses, if any, are as follows:

Reimbursable expenses are at the rates listed below for approved travel. All travel to be approved in advance by Owner. Amounts listed are maximums. Expenses will be invoiced for the actual amounts.

Maximum travel expenses for the project are anticipated as follows:

Needs Assessment / Feasibility Study Phase: All travel expenses are included in lump sum fee.

Schematic Design Phase: 4 trips for 3 people at 2 nights per trip.

Design Phase: 2 trips for 3 people at 1 night per trip.

Construction Documents Phase: 3 trips for 3 people at 1 night per trip.

Construction Administration Phase: 4 trips for 3 people at 1 night per trip.

Air Fare: \$600.00 - \$800.00 (if booked in advance this will be less).

Car Rental: \$40.00 per day.

Travel Subtotal: \$640.00 - \$840.00 per event (if one day travel).

Hotel: \$120.00

Breakfast: \$8.00

Lunch: \$10.00

Dinner: \$18.00

Miscellaneous travel/tolls/parking: \$40.00

Per Diem Subtotal: \$200.00 per day.

1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of Zero Dollars (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement. A proposed payment schedule. Attachment "C" is included.

1.5.8 Payments are due and payable Forty-Five ( 45 ) days from the date of the Architect's invoice. Amounts unpaid Ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of interest agreed upon.)*

Prevailing rates per state statutes.

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

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1.5.9 If the services covered by this Agreement have not been completed within Forty ( 40 ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
(Printed name and title)

W. Taylor Guld, III, Principal  
(Printed name and title)

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1997 Edition - Electronic Format

AIA Document B141 - 1997

### *Standard Form of Architect's Services: Design and Contract Administration*

#### TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

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#### ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.



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2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

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

#### 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

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

2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Subparagraph 1.3.8.5; or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

2.1.7.6 If the Owner chooses to proceed under Clause 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The

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modification of such documents shall be the limit of the Architect's responsibility under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

#### ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated in Paragraph 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

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

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

#### ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

#### ARTICLE 2.4 DESIGN SERVICES

2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

##### 2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic

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modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

#### 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

#### 2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

#### ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

#### 2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

#### 2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

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#### ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

##### 2.6.1 GENERAL ADMINISTRATION

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

2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

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

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



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2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

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

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

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

#### 2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

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

2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor

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through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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

#### 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Paragraph 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

#### 2.6.4 SUBMITTALS

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

2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract

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

#### 2.6.5 CHANGES IN THE WORK

2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Paragraph 2.8.2.

2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

2.6.5.4 The Architect shall maintain records relative to changes in the Work.

#### 2.6.6 PROJECT COMPLETION

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

2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final

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payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

#### ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

#### ARTICLE 2.8 SCHEDULE OF SERVICES

2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- .1 up to Five ( 5 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 up to One Hundred ( 100 ) visits to the site by the Architect over the duration of the Project during construction.
- .3 up to Four ( 4 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to Three ( 3 ) inspections for any portion of the Work to determine final completion.

2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

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2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	<u>Architect (as part of Needs Assessment / Feasibility Study)</u>	
.2 Land Survey Services	<u>Owner with Architect providing coordination</u>	
.3 Geotechnical Services	<u>Owner with Architect providing coordination</u>	
.4 Space Schematics/Flow Diagrams	<u>Architect (Kimball)</u>	
.5 Existing Facilities Surveys	<u>Architect (Kimball)</u>	
.6 Economic Feasibility Studies	<u>Architect (Kimball)</u>	
.7 Site Analysis and Selection	<u>Architect / Owner</u>	
.8 Environmental Studies and Reports	<u>Owner with Architect providing coordination</u>	
.9 Owner-Supplied Data Coordination	<u>Owner / Architect</u>	
.10 Schedule Development and Monitoring	<u>Architect (Kimball)</u>	
.11 Civil Design	<u>Architect</u>	
.12 Landscape Design	<u>Architect</u>	
.13 Interior Design	<u>Architect</u>	
.14 Special Bidding or Negotiation	<u>N/A</u>	
.15 Value Analysis	<u>Architect</u>	
.16 Detailed Cost Estimating	<u>Architect</u>	
.17 On-Site Project Representation	<u>Architect only if requested by Owner</u>	
.18 Construction Management	<u>Architect only if requested by Owner</u>	
.19 Start-up Assistance	<u>N/A</u>	
.20 Record Drawings	<u>Architect</u>	
.21 Post-Contract Evaluation	<u>Architect</u>	
.22 Tenant-Related Services	<u>N/A</u>	
.23 <u>Telecommunications Design Services</u>	<u>Architect as an additional service</u>	
.24 <u>Security Design Services</u>	<u>Architect as an additional service</u>	
.25 <u>Interior Design Services for F, E and E</u>	<u>Architect as an additional service</u>	

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Description of Services.  
 (Insert descriptions of the services designated.)

#### ARTICLE 2.9 MODIFICATIONS

2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

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By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
W. Taylor Guild, III, Principal

\_\_\_\_\_  
(Printed name and title)

*This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.*  
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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**ATTACHMENT "A"**

**Proposed Methodology**

***Background***

Harrison County Mississippi has determined a need for the services of a Public Safety Communications Facility Architectural, Consulting and Engineering team for a consolidation initiative for emergency 9-1-1 and radio dispatching operations. The County serves a population of more than 190,000 and has initiated discussions regarding consolidation efforts for existing local based PSAP operations. The County 9-1-1 Commission has also determined the need for a programming study relevant to space utilization and allocation in the proposed consolidated PSAP and EOC. Systems requirements will also be evaluated to determine which systems to retain, upgrade and/or replace for the consolidation effort.

Guild Hardy Associates and L. Robert Kimball & Associates Inc. (GHA/Kimball) have teamed to serve the 9-1-1 Commission with this critical program. GHA/Kimball is independent of equipment, hardware, software and service vendors. We will assume the role of the County's advocate in determining the appropriate course of action for implementing a consolidated PSAP operation and inclusion in a new facility.

The first phase of the project is determining needs through a Needs Assessment Study. By meeting with stakeholders, assessing current operations and determining project goals the GHA/Kimball team will develop a plan for designing, constructing and implementing an emergency telecommunications system to optimize emergency response in Harrison County.

GHA/Kimball will analyze and recommend design concepts for facility-related issues and systems such as the facility itself, telephony, automated systems, voice logger and voice and data networks. The County is seeking direction for emergency call processing, PSAP design and program management. The County also requests design review assistance and project management for facility and systems upgrades as it fits out the new building.

Our project team will include Architects, Engineers, past public safety managers, public safety and technical specialists with extensive PSAP and public safety communications experience.

***Scope of Work***

The initial project that GHA/Kimball will engage in is the Needs Assessment/Feasibility Study. The team has reviewed a preliminary Table of Contents with the County and proposes the following outline of services:

**SECTION 1 – Existing Facilities Analysis**

The GHA/ Kimball team will visit the following facilities:

- City of Biloxi (Police and Fire Dispatch)
- AMR (EMS Dispatch)
- City of Gulfport (Police and Fire Dispatch)



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

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- Long Beach (Police and Fire Dispatch)
- Harrison County Sheriff Dispatch
- Harrison County Fire Dispatch
- City of Pass Christian Fire Dispatch
- City of Pass Christian Police Dispatch
- City of D'Iberville Fire Department
- County Courthouse Civil Defense Emergency Operations Center

Agency representatives will be interviewed at each of the facilities. A questionnaire will be provided to outline the needs of the staff at each facility. The activities within each of the operations will be observed to see how the current conditions are satisfying their needs.

Architects and engineers will evaluate the current spaces from a technological and space requirement perspective to adapt those needs to the future facility.

This portion of the report will focus specifically upon existing facilities as follows:

- Operating goals and conditions
- Current space conditions
- Use of space
- Current operational adjacencies
- Existing required building area per agency

#### **SECTION 2 - Staffing Recommendations**

Once the activities and spaces that are currently in use are catalogued, an analysis will occur of the existing staffing and potential future staffing. This will determine the overall personnel needs of the facility for the future. The process will be subdivided into tasks as follows:

##### **Task 1 – Municipal Dispatch Facility Systems Assessment**

It is understood that site visits will be made to the following locations for organizational, staffing, and systems related issues:

- City of Biloxi (Police and Fire Dispatch)
- AMR (EMS Dispatch)
- City of Gulfport (Police and Fire Dispatch)
- Long Beach (Police and Fire Dispatch)
- Harrison County Sheriff Dispatch
- Harrison County Fire Dispatch
- City of Pass Christian Fire Dispatch
- City of Pass Christian Police Dispatch
- City of D'Iberville Fire Department
- County Courthouse Civil Defense Emergency Operations Center

##### **Task 2 – Interviews related to operational and organizational assessment**

GHA/Kimball will conduct interviews with management, administrative and/or operations staff at each site to assess current staffing, service levels, call processing methodologies and staffing levels. Interviews will be limited to no more than three at each site with each interview to be

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scheduled with either a group or individual (to be determined at the discretion of the County Commission).

**Task 3 – Personnel Assessment**

GHA/Kimball will assess current staffing levels at the existing sites and will request provision of training documentation for municipal Telecommunicator staff. The assessment will include collection of the past year of any available call volume statistical data, job descriptions, compensation data and criteria and PSAP schedules if available. The one year of data reflects the need to determine seasonal adjustments for call load, staffing etc.

**Task 4 – Organizational Structure Assessment**

Each local dispatch agency will be asked to provide an organizational chart that reflects chain of command, span of control and communications flow issues. The information collected will be used as a benchmark for determining the potential organization and communications flow in the future consolidation efforts at the County level.

**Task 5 – Report and Recommendations**

GHA/Kimball will report and develop recommendations as an outcome to the findings related to the data collected above for the proposed consolidated operation. The report will include current conditions, findings and recommendations for the consolidated operation.

This portion of the report will focus specifically upon Existing

- Operating goals and conditions
- Call load
- Staffing
- Job Descriptions and duties
- Compensation
- Training
- Organizational structures

GHA/Kimball will identify known standards for issues such as cross training, unit/incident coordination, inter agency agreements, console configuration, call processing and organizational structure. The report will be directed to the following related to consolidation:

- Organizational Structure
- Staffing
- Compensation
- Training
- Selection of staff
- Transition Plan of Staff

**SECTION 3 – Building Programming**

Having determined the existing space use within each agency and having established a base understanding of personnel needs for the future, GHA/ Kimball will develop a future programming or space allocation list for the future facility.

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The team will meet with all of the agencies to determine a series of space standards to derive the following space determinations for the entire facility:

A series of spreadsheets with all required operational spaces will be developed by the entire team to determine what the space requirements will be for the future. It is anticipated that three separate meetings will be required with the entire group of agencies to arrive at some agreed upon overall programming for the future facility.

This portion of the report will focus specifically upon programming as follows:

- Space standards
- Building requirements for each of the agencies
- Building requirements for common spaces

#### **SECTION 4 – Adjacency Diagrams**

Following the determinations of proposed space needs for the facility, various adjacencies will be sketched for each of the agencies. A series of diagrams will show the interrelationship of agencies, people within agencies, agencies within the facility relative to the common spaces, and relationships of the various technical elements.

The above-mentioned diagrams defining the various operational spaces will be developed by the entire team. It is anticipated that two separate meetings will be required with the entire group of agencies to arrive at some agreed upon overall series of spatial adjacencies for the future facility.

This portion of the report will focus specifically upon adjacency diagramming as follows:

- Specific agency adjacencies
- Adjacencies of agencies relative to each other
- Adjacencies of the agencies relative to the common spaces

#### **SECTION 5 – Facility Design Requirements**

Along with the determination of spatial needs and diagrammatic relationships of the spaces, all of the requirements for the actual construction of the facility will be determined in this section. GHA/Kimball architects and engineers will meet with all agencies to perform a threat assessment. Following determination of appropriate design constraints and requirements, the team will provide the County with an overall determination of engineering requirements and anti-vulnerability requirements for the future facility.

This portion of the report will focus specifically upon engineering recommendations as follows:

- Threat assessment
- Architectural and Structural requirements
- HVAC, Plumbing and Fire Protection requirements
- Electrical requirements

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- Ergonomic requirements
- Acoustical requirements

In addition, this portion of the report will identify building systems to be analyzed from a life cycle costing perspective. While the actual life cycle costing will be performed during the design process, this study shall identify the systems that the agencies should be thinking about for the design process.

#### **SECTION 6 – Communication Systems**

##### **Task 1 – Determine Existing Systems Conditions and Upgrade Strategy – A Systems Assessment**

The GHA/Kimball Team will visit the existing local communications centers as defined in Section 2, Task 1 above to identify and benchmark existing systems and equipment. The assessment will be performed to provide a general, high level operating condition of the systems used in public safety communications center operations. This will lay the foundation of determining systems performance for achievement of future consolidated operational objectives. It is not uncommon to witness operational goals being set aside to achieve system performance when the opposite is actually the desired intent. The evaluation will include detailed interviews with system users and administrators in each of the current operational environments. The systems included in the assessment will include:

- Radio equipment and frequencies
- 9-1-1 and Administrative telephone system and hardware
- Workstation consoles,
- Automated systems including CAD and RMS
- Telecommunications infrastructure,
- Alarm systems and related emergency notification systems
- Voice loggers
- Mapping and GIS capabilities and status
- Mobile Data Systems
- Reverse 9-1-1

##### **Task 2 – Systems Recommendations**

GHA/Kimball recognizes that each PSAP has unique operating conditions and requirements. The remote nature of the PSAPs allow for systems dedicated to unique operational configurations while inhibiting countywide emergency response coordination. The team will sort through the attributes and limitations of each system above to recommend a logical path for migration to a consolidated operating environment for processing emergency calls. The GHA/Kimball Team will recommend which systems to retain, upgrade and replace as part of the project.

#### **SECTION 7 – Disaster Recovery Recommendations**

The GHA/Kimball Team will prepare a disaster recovery plan for the proposed facility and systems. Recovery plans will include backup decisions for facilities, equipment and staffing. Methodologies shall be incorporated to help the agencies with their proposed emergency response sequence.

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**SECTION 8 – Visitation and Review of Existing Similar Facilities**

The GHA/Kimball Team will provide for travel and related expenses for up to three Commission representatives to visit up to three existing facilities as a part of the Needs Assessment/Feasibility Phase. The GHA/Kimball team will coordinate all trips including scheduling, travel and meeting with facility representatives.

**SECTION 9 – Proposed Budget and Schedule**

**Project Schedule**

The GHA/Kimball Team will provide the Commission with a project schedule that reflects building design and construction process, systems definition, acquisition, installation, acceptance testing and user training. The schedule will be used to determine a path for procuring/upgrading or moving systems to meet the overall building project schedule.

**Project Budget**

***Building Budget Projections***

Following a concurrence on overall building programming the GHA/Kimball Team will develop an itemized conceptual budget. This budget will provide the County with a realistic cost basis with which to go forth for any additional fund raising required. In addition, this will provide the County with a realistic set of expectations from which to develop their future project.

***Systems Budget Projections***

The GHA/Kimball Team will provide the Commission with budget projections related to systems recommendations. The projections will be designed to incorporate into short and long term plans for draw down of monies related to expenditures for systems.

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***Report Delivery***

GHA/Kimball will provide six (6) copies of the final report along with two (2) CD-ROM copies to Harrison County.

***Proposed Project Schedule And Pricing***

Performance of the above-described work will require the assignment of a full architectural and engineering evaluation team, a Telecommunications Project Manager and Telecommunications Specialists assigned for a 90-day period beginning on the date of the execution of the contract. Professional Services outlined in the above Scope of Work will be provided to accomplish the identified project objectives for a fixed fee of

Telecommunications portion	\$ 82,200
Architectural and Engineering Services	<u>\$ 48,000</u>
<i>Grand total</i>	<i>\$130,200</i>

*\* \$8,400 of the \$130,200 is dedicated to the EOC portion of this project*

This amount shall include the cost of travel and expenses, costs related to production and delivery of the Final Report. Prior to initiating any additional tasks, GHA/Kimball will require a letter of authorization from the County.

It is understood that the successful completion of the proposed project will require the full cooperation of the officials and employees of Harrison County and all above listed cities and municipalities. All information, data, reports, records and other documents and interviews associated with the related 9-1-1 system will be furnished and made available to GHA/Kimball in a timely fashion. Any costs imposed by an agency or organization for required information will be reimbursed to GHA/Kimball.

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ATTACHMENT "B"																
Harrison County MS PROPOSAL FOR CONSULTING SERVICES 2002			Proj Manager	Sr. Tech Leader	Proj Engr	CADD	GIS	3-1-1 Spec	Clerical	MH Totals	Days	Trips	Air/car per trip \$600	Per-Diem per day \$200	Other Expenses 1.1	Large City and County Rates Other note
2002 Rates per Man Hour			\$125	\$130	\$120	\$70	\$70	\$72	\$50							
Task 2 Staffing																
Site visits			20									1	1	1		
Interviews			42											3		
personnel assessment			64											2		
organizational structure			24													
report and recommendations			24													
Total Man Hours			174	0	0	0	0	0	0	174	0	1	1	6	0	PHASE TOTAL
Sub -Total \$			\$21,750	\$0	\$0	\$0	\$0	\$0	\$0	====>	Days	Trips	\$600	\$1,200	\$0	\$21,750
									\$21,750							
Task 6 NEEDS ASSESSMENT/Systems																
1 Initialization letter			1						1	2					\$500	Maps & terrain data
2 Finalize work plan			1		2				1	4						
3 Review existing data and records					4					4						
4 Initialization meeting			4		4					8	1	1		2		2 Days total for init meeting, interviews and site visits
5 Assess/Define Operations methodologies			14		0					14	4	2		4		
6 Operations followup			14		2				1	17						
7 Site / facility / telecom backbone survey (4PSA)										0	1	0.5		1	\$100	Photos
8 Site surveys-documentation and followup			8	4	8				1	21						
9 Comm Center survey			14		14					28						
10 Comm Center survey- doc and followup					14	8			1	23						
Summarize Facility Conditions			8													
11 Summarize data- evaluate radio			7		14					21						
12 Summarize alarms			7		14											
12 Summarize data- evaluate Consoles			7		14					21		1		1		
13 Summarize data- evaluate telephony			7		14					21		1		1		
14 Summarize data- evaluate backbone network			7		14	8				29		1		1		
Identify FacilitySecurity Attributes/Risks			7		14					18	1	1		1		
15 Identify radio system attributes			1		4					5						
16 Identify alarmssystem attributes			1		2					3						
17 Identify E911 system attributes			1	8	7					16						
18 Compare radio alternatives against attributes			4		8					12						
Compare consoles alts. against attributes			4		8					12						
19 Compare alarm alternatives against attribute			4		8					12		1			\$800	airfare and rental car
20 Compare telephony alternatives against attrit			4		8					12		1				
Compare Facility Alternatives against attribute			4		24					28						
21 budget options concept design			24		40					64						
22 budget options concept design implementati			4		4					8						
Total Man Hours			157	12	245	16	0	0	5	403	7	9.5		11	1400	PHASE TOTAL
Sub -Total \$			\$19,625	\$1,560	\$29,400	\$1,120	\$0	\$0	\$250	====>	Days	Trips	\$5,700	\$2,200	\$1,540	\$51,955
									\$51,955							
23															Total Expenses	\$8,495

[illegible]



**HARRISON COUNTY, MISSISSIPPI**  
**New Communications Center**

**Conceptual Design Fee Draw Down**

Based on \$ 6,000,000.00 building construction cost only

Fee @ 9.0% of construction cost

Overall fee \$ 540,000.00 + \$130,000 Needs Assessment  
(note: fees described above are for basic AE services)

### Estimated Fee Breakdown

Estimated Fee Breakdown												
Year 2002				Year 2003								
Programming \$ 130,000			Schematics \$ 108,000		Design Dev. \$ 64,800		Construction Docs \$ 216,000				Bidding \$ 27,000	
Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
\$ 43,333	\$ 43,333	\$ 43,333	\$ 54,000	\$ 54,000	\$ 32,400	\$ 32,400	\$ 54,000	\$ 54,000	\$ 54,000	\$ 54,000	\$ 13,500	\$ 13,500

[illegible]

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**GUILD HARDY ASSOCIATES ARCHITECTS, P.A.**  
**STANDARD HOURLY RATES**  
**ATTACHMENT "A"**

Principal	\$ 125.00
Project Architect	\$ 95.00
Project Designer	\$ 65.00
Intern Architect	\$ 55.00
Interior Designer	\$ 45.00
Contract Administrator	\$ 60.00
Graphic Designer	\$ 80.00
Clerical	\$ 30.00

These hourly rates are subject to an annual increase of up to 5%.

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07/29/02 MON 15:28 FAX

002

**BUILDING SYSTEMS GROUP**  
**2002 Rate Schedule**

<u>Employee Classification</u>	<u>Rate Amount</u>
Principal - A/E	177.00
Project Manager	138.00
Project Architect	108.00
Building Systems Intern	74.00
Building Systems Designer	100.00
Construction Administrator	142.00
Sr. Mechanical Engineer	154.00
Sr. Electrical Engineer	158.00
Sr. Structural Engineer	173.00
Sr. Civil Engineer	185.00
Sr. Interior Designer	92.00
Project Mechanical Engineer	131.00
Project Electrical Engineer	127.00
Project Structural Engineer	115.00
Project Civil Engineer	115.00
Plumbing Designer	104.00
Mechanical Designer	96.00
Electrical Designer	96.00
Structural Designer	62.00
Civil Designer	73.00
Engineer-In-Training	96.00
Interior Designer	50.00
CADD I Operator/Draftsperson	77.00
CADD II Operator/Draftsperson	62.00
Specifications Writer	77.00
Secretary	50.00

L. Robert Kimball &amp; Associates

Architects and Engineers, Inc.

**L. Robert Kimball Associates, Inc.**  
**Telecommunications and Technology Division**  
**Rate Sheet 2002**

Title/Position	Large Cities & Counties	
Principal	\$ 170.00	K. Murray
Senior Information Security Consultant	\$ 165.00	Tim Rosenberg, Ron Plesco, Allen Beatty, Todd Orkwis
Telecommunications Manager	\$ 160.00	L. Kowalski, B. Bark, M. Martorano, B. Magill, J. Gallelli
Telecommunications Analyst	\$ 145.00	T. Johnston
Sr. Project Manager	\$ 140.00	E. Williams, J. Cunningham, M. Fischel
Senior Technical Specialist	\$ 140.00	D. McCobin, S. McClure, B. Nourain, A. Beatty, D. Diamond
Security Consultant	\$ 140.00	
Project Manager	\$ 125.00	T. Rowe, S. Brewster, J. McCamley, M. Harper, B. Jones
Telecommunications Specialist II	\$ 130.00	J. Salvaggio, J. Forsha, S. Zak
Operations Analyst	\$ 105.00	
Telecommunications Specialist	\$ 95.00	T. Starcovic, B. Malinich
Data Analyst	\$ 95.00	M. Gustine, J. Longenecker
Emergency Planner	\$ 95.00	
GIS Specialist	\$ 76.00	J. Clemente, B. Smith
Field Manager	\$ 71.00	
9-1-1 Specialist	\$ 72.00	S. Bark
GIS Technician	\$ 70.00	
CADD Op/Draftsperson	\$ 70.00	J. Rohler, G. Kochersperger
Clerical/Secretary	\$ 50.00	V. Longenecker, G. Cox, C. Grew
Field Crew Supervisor	\$ 55.00	
Field Data Collector	\$ 35.00	J. Dahrouge, J. Trotter, L. Stewart

3/27/02  
T&T Rates 2002 IS

07/29/02 MON 15:26 FAX

0003

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AUG-02-2002 FRI 08:34 AM BROWN &amp; MITCHELL, INC.

FAX NO. 2288647676

P. 02

**ATTACHMENT A**

**BROWN & MITCHELL, INC.**  
**STANDARD HOURLY RATES**

**Engineering Staff**

Principal Engineer, President	\$113.50
Senior Project Engineer VII	\$101.00
Senior Project Manager	\$89.50
Professional Engineer IV	\$84.00
Professional Engineer III	\$82.00
Professional Engineer I, II	\$60.00 - \$65.50
Engineer Intern I, II	\$52.00 - \$58.00
Senior Design Technician	\$58.00

**Environmental Staff**

Environmental Scientist	\$91.50
Environmental Specialist II/Archeologist	\$52.00
Environmental Specialist I/Wildlife Biologist	\$49.00

**Project Representation Staff**

Resident Project Representative	\$45.50 - \$58.00
---------------------------------	-------------------

**Drafting Staff**

CADD Production Manager	\$84.50
Design/CADD Technician	\$60.50
CADD Operators	\$31.00 - \$54.50

**Surveying Staff**

Registered Land Surveyor I, II	\$50.00 - \$69.50
Land Surveyor Intern	\$42.50
Survey Crew Chief	\$33.00
Survey CADD Technician	\$36.50 - \$47.00

*Alternate personnel may be utilized at their regular hourly rates, which will not exceed listed rates.  
 These hourly rates are subject to an annual increase of up to 5%.  
 November 27, 2001*

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AUG-02-2002 FRI 08:34 AM BROWN &amp; MITCHELL, INC.

FAX NO. 2288647676

P. 03

**ATTACHMENT A**

**BROWN & MITCHELL, INC.**  
**STANDARD HOURLY RATES**

**Surveying Staff (Cont'd)**

2-Man Survey Crew	\$103.00
3-Man Survey Crew	\$115.50
4-Man Survey Crew	\$128.00

**OVERTIME:**

2-Man Survey Crew	\$115.50
3-Man Survey Crew	\$128.00
4-Man Survey Crew	\$144.50

**Administrative Staff**

Administrative	\$43.50
Administrative Assistant/Specifications Technician	\$39.50

*These hourly rates are subject to an annual increase of up to 5%.*  
*November 27, 2001*

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AUG-02-2002 FRI 11:27 AM SIMPKINS &amp; COSTELLI

FAX NO. 2288642897

P. 02

*Civil - Structural*

August 2, 2002

Re: 911 Building  
Additional Engineering Services Rates

Listed below are our current hourly rates for engineering services:

Principal Engineer	\$110.00 Per Hour
Staff Engineer	\$ 90.00 Per Hour
CAD Engineer	\$ 55.00 Per Hour
Administrative Asst.	\$ 50.00 Per Hour

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8-02-2002 9:53AM

FROM WEISS\*ARCHISEC\*COL 301 951 9102.

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ARCHISEC, INC.  
 Labor Classification Schedule

FISCAL YEAR 2002

Discipline	A. Direct Labor Rate	B. Direct Labor Overhead @ 30.6%	C. General & Admin. Overhead @ 97.9%	D. Profit @ 10% (A+B+C)	E. Total Labor Rate
PRINCIPAL	\$ 48.07	\$ 14.71	\$ 47.06	\$ 10.98	\$ 120.82
Sr. SECURITY CONSULTANT	\$ 42.06	\$ 12.87	\$ 41.18	\$ 9.81	\$ 105.72
SECURITY CONSULTANT	\$ 38.05	\$ 11.03	\$ 35.29	\$ 8.24	\$ 90.61
SECURITY DESIGNER	\$ 28.25	\$ 8.03	\$ 25.70	\$ 6.00	\$ 65.98
SECURITY CADD	\$ 21.20	\$ 6.49	\$ 20.75	\$ 4.84	\$ 53.29

I, Joseph G. Weiss, President, ArchiSec, Inc. certify that the above wage rates are complete and accurate as of the date submitted, and that upon negotiation of the contract a single hourly rate for each classification to be used on the contract will be developed as a weighted average using actual employee rates and corresponding man-hours projected, and the rates shown above are the same as rates charged other clients for similar work.

*Joseph G. Weiss*

Date: 10-Jun-02

Joseph G. Weiss, AIA, Principal

Escalation Factor	2003 5%	2004 5%	2005 5%
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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**RESOLUTION RECOMMENDING THAT THE  
HARRISON COUNTY BOARD OF SUPERVISORS  
AUTHORIZE AND APPROVE CONTRACT WITH  
GUILD HARDY ARCHITECTS ASSOCIATES, P.A. FOR  
ARCHITECTURAL/ENGINEERING/TELECOMMUNICATIONS  
SERVICES FOR AN E-911 CALL AND DISPATCH CENTER**

**WHEREAS**, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under the authority of Section 19-5-305 of the Mississippi Code of 1972 Annotated, as amended, and its membership represents all city and county public agencies in Harrison County, and the Harrison County Emergency Communications Commission is governed and empowered according to Sections 19-5-301, et seq. Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, the Harrison County Board of Supervisors, by Resolution passed on January 24, 2000, supported the concept of the county-wide communications plan that would consolidate communication resources and would utilize excess E-911 funds for purchase of infrastructure to be utilized according to the State of Mississippi "Emergency Telephone Service" law for a county-wide system administered by the Harrison County Emergency Communications System; and

**WHEREAS**, as a part of the plan to develop a county-wide communications system, the Harrison County Emergency Communications Commission is beginning the process of constructing the E-911 Dispatch Center and issued request for statement of qualifications for architectural/engineering/telecommunications design services of an E-911 Call and Dispatch Center and Guild Hardy Architects Associates, P.A. was chosen as the best qualified; and

**WHEREAS**, the Harrison County Emergency Communications Commission and the Harrison County Emergency Communications Commission Building Committee recommended by



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**OCTOBER 2002 TERM**

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vote on on June 13, 2002, that the Harrison County Board of Supervisors authorize Harrison County Emergency Communications Commission to enter into negotiations with Guild Hardy Architects Associates, P.A., to design the building of an E-911 Call and Dispatch Center, a copy of said Minutes being attached hereto and incorporated herein by reference as **Exhibit "A"**; and

**WHEREAS**, the Harrison County Board of Supervisors authorized the Harrison County Emergency Communications Commission to enter into negotiations with Guild Hardy Architects Associates, P.A., to design the building of an E-911 Call and Dispatch Center, a copy of said Order, dated June 24, 2002, being attached hereto and incorporated herein by reference as **Exhibit "B"**; and

**WHEREAS**, Guild Hardy Architects Associates, P.A. has offered to execute an Agreement with Harrison County and the Harrison County Emergency Communications Commission, for architectural/engineering/telecommunications design services in the development and design of an enhanced 911 service building, a copy of said proposed contract being attached hereto and incorporated herein as **Exhibit "C"**; and

**WHEREAS**, said contract for the scope of services for the 911 Call and Dispatch Facility and the Emergency Operations Center are noted on said contract, with Compensation listed under Article 1.5 on page 11, which the Harrison County Emergency Communications Commission finds to be fair market value;

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

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

---

#### SECTION 1

The contract with Guild Hardy Architects Associates, P.A. for architectural/engineering/telecommunications services for the E-911 Call and Dispatch Center, a copy of which is attached hereto and incorporated herein as **Exhibit "C"**, is authorized and approved, subject to and contingent upon approval by the Harrison County Board of Supervisors. The Harrison County Emergency Communications Commission recommends to the Harrison County Board of Supervisors that it authorize, approve and sign the aforesated contract.

**RESOLVED** on this the 12th day of September, 2002.

The above and foregoing Resolution was introduced by Commissioner George Mixon, who moved the adoption of same. Said Motion was seconded by Commissioner Rich Marvil.

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

Chief RICH MARVIL, Pass Christian Fire Department	<u>AYE</u>
Chief BRUCE DUNAGAN, Biloxi Police Department (Rodney H. G. / Nay - pretty)	<u>AYE</u>
Sheriff GEORGE H. PAYNE, JR., Harrison County Sheriff's Dept. (Robert Parker - proxy)	<u>AYE</u>
LINDA ROUSE, Harrison County Civil Defense	<u>ABSENT</u>
Chief GEORGE MIXON, Harrison County Fire Services	<u>AYE</u>
Chief WAYNE PAYNE, Gulfport Police Department	<u>AYE</u>
Chief PAT SULLIVAN, Gulfport Fire Department	<u>AYE</u>
BOBBY SPAYDE, 1st Judicial District	<u>AYE</u>
JEFF TAYLOR, 2nd Judicial District	<u>AYE</u>
STEVE FORD, County at Large	<u>AYE</u>

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

STEVE DELAHOUSEY, Emergency Medical Services

A/E

HARLEY SHINKER, Long Beach Police Department  
(COE Schulte-prov)

A/E

JIM COMER, D'Iberville Fire Department

ABSENT

JOHN DUBUISSON, Pass Christian Police Department

A/E

KATHY FICK, Mississippi Highway Patrol

ABSENT

CHIEF GEORGE BASS, Long Beach Fire Department

A/E

CHIEF DAVID ROBERTS, Biloxi Fire Department

A/E

WHEREUPON, Chairman STEVE DELAHOUSEY declared the motion carried and the resolution adopted on the 12th day of September, 2002.

**HARRISON COUNTY EMERGENCY  
COMMUNICATIONS COMMISSION**

BY:

Steve J. Delahousey

ATTEST:

Robert D. Gentry

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

**ORDER ACKNOWLEDGING RECEIPT OF THE CERTIFICATE OF SUBSTANTIAL  
COMPLETION FOR THE NEW BUILDING FOR ALLIED ENTERPRISES AND  
AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME, AS RECOMMENDED  
BY W. TAYLOR GUILD, III, PROJECT ARCHITECT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the  
Board does HEREBY ACKNOWLEDGE RECEIPT of the following Certificate of Substantial  
Completion for the new building for Allied Enterprises:

2000 Edition - Electronic Format

AIA Document G704 - 2000

*Certificate of Substantial Completion*

PROJECT:  
(Name and address)  
New Building for  
Allied Enterprises  
Gulfport, Mississippi

TO OWNER:  
(Name and address)  
Harrison County Board of Supervisors  
P. O. Drawer CC  
Gulfport, MS 39502-0860

PROJECT NUMBER: 01-04  
CONTRACT FOR: New Building for  
Allied Enterprises  
CONTRACT DATE: November 13, 2001  
TO CONTRACTOR:  
(Name and address)  
Trademark Construction, Inc.  
1784 Industrial Park Drive  
Mobile, AL 36693-5650

OWNER ☒  
ARCHITECT ☒  
CONTRACTOR ☒  
FIELD ☐  
OTHER ☐

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR  
USE SHALL INCLUDE:

AUTHENTICATION OF THIS  
ELECTRONICALLY DRAFTED AIA  
DOCUMENT MAY BE MADE BY  
USING AIA DOCUMENT D401.

The New Building for Allied Enterprises project in its entirety.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Guild Hardy  
Associates  
Architects, P.A.

ARCHITECT

BY

September 9, 2002

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

*Cost estimate of Work that is incomplete or defective:*

The Contractor will complete or correct the Work on the list of items attached hereto within Ten (10) days from the above date of Substantial Completion.

Trademark  
Construction, Inc.

CONTRACTOR

BY

DATE



© 2000 AIA®  
AIA DOCUMENT G704-2000  
CERTIFICATE OF SUBSTANTIAL  
COMPLETION  
The American Institute of  
Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5792

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 p.m.(time) on September 9, 2002(date).

Harrison County  
Board of Supervisors

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

The Owner assumed complete responsibility for security, maintenance, damage to work and insurance as of September 9, 2002, the Date of Substantial Completion.

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE the Board President to execute said certificate, as recommended by W. Taylor Guild, III, Project Architect.

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

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

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

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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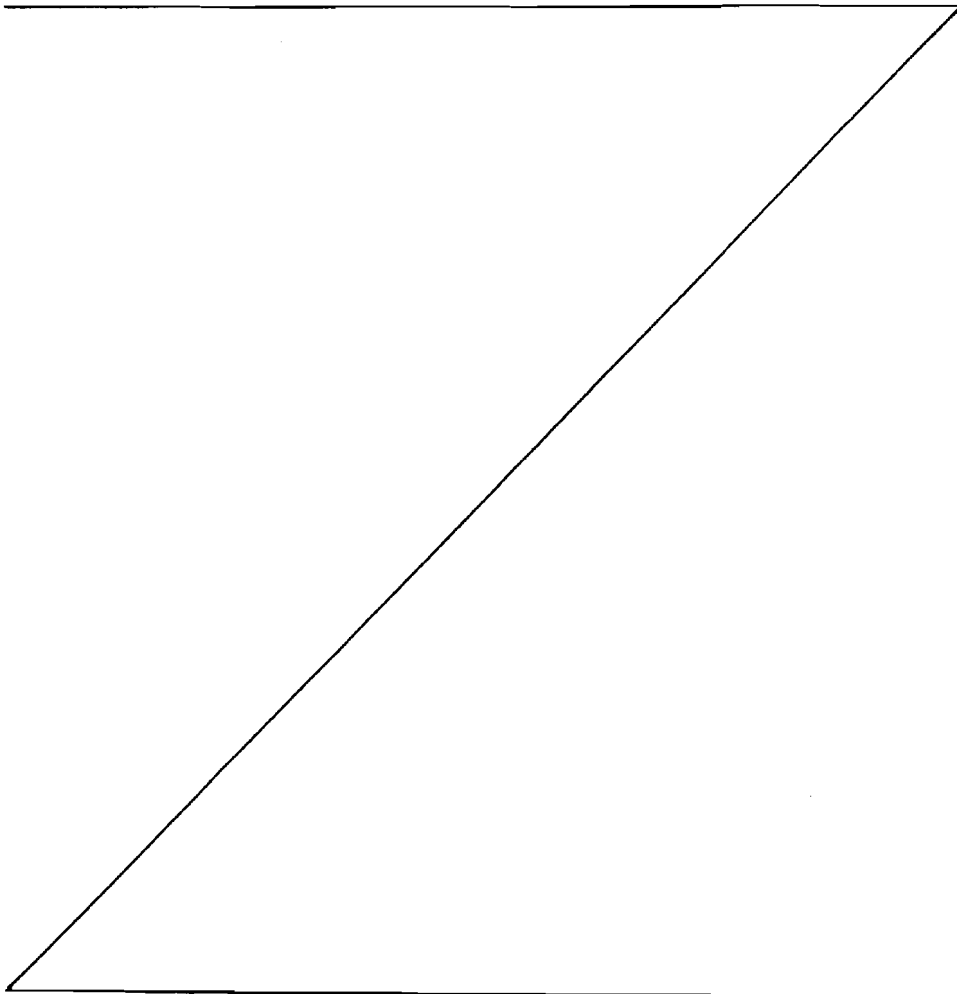
Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF CLOSING DOCUMENTS, AS LISTED,  
CONCERNING THE WORTHLESS CHECK AND CHANCERY CLERK AREAS  
RENOVATION, AS SUBMITTED BY ARCHITECT KEAL S. HASSIN. JR.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of closing documents, as listed, concerning the Worthless Check and Chancery Clerk areas renovation, as submitted by architect Keal S. Hassin. Jr.:

- a) Contractor's affidavit of release of liens;
- b) Contractor's affidavit of payment of debts and claims;
- c) Contractor's warranty.

The documents received are as follows:





# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

#### CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

*AIA Document G706A*

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER: **Harrison County Board  
of Supervisors**  
**Harrison County Courthouse**  
**Gulfport, MS 39501**

ARCHITECT'S PROJECT NO.: **n/a**

CONTRACT FOR: **Renovation**

PROJECT: **Worthless Check Area**  
**& Chancery Clerks**  
**Harrison County Courthouse**  
**Gulfport, MS 39501**

CONTRACT DATED: **April 12, 2002**

STATE OF: **Mississippi**  
COUNTY OF: **Harrison**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

none

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: **MLH, INC.**  
(Name and address) **15263 Hamilton Street**  
**Gulfport, MS 39503**

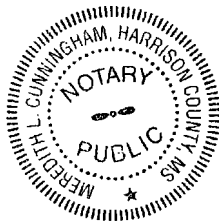
BY: *Michelle D. Herrin*  
(Signature of authorized representative)

**Michelle D. Herrin, President**  
(Printed name and title)

Subscribed and sworn to before me on this date: **09/16/2002**

Notary Public: *Meredith L. Cunningham*

My Commission Expires: **Notary Public State of Mississippi At Large**  
**My Commission Expires: May 4, 2003**  
**Bonded Thru Heiden, Brooks & Garland, Inc.**



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**AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • 1994**  
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**G706A—1994**

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

#### CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER: **Harrison County Board  
of Supervisors**  
(Name and address) **Harrison County Courthouse**  
**Gulfport, MS 39501**

ARCHITECT'S PROJECT NO.: n/a

CONTRACT FOR: Renovation

PROJECT: **Worthless Check Area**  
(Name and address) **& Chancery Clerks**  
**Harrison County Courthouse**  
**Gulfport, MS 39501**

CONTRACT DATED: April 12, 2002

STATE OF: **Mississippi**  
COUNTY OF: **Harrison**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

none

## SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: ☐ yes ☐ no

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: **MLH, Inc.**  
(Name and address) **15263 Hamilton Street**  
**Gulfport, MS 39503**

BY: Michelle D. Herrin  
(Signature of authorized representative)

Michelle D. Herrin, President  
(Printed name and title)

Subscribed and sworn to before me on this 09/16/2002

Notary Public: Michelle D. Herrin

My Commission Expires: 05/04/2003  
Notary Public State of Mississippi At Large  
Brenda Threlkeld, Inc.



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**AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**  
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G706—1994

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

**MLH INC.**

**CONTRACTORS**



15263 Hamilton Street  
Gulfport, MS 39503  
Office: 228-832-3310  
Fax: 228-831-5101  
www.mlhcontractors.com

September 13, 2002

Harrison County Board of Supervisors  
Harrison County Courthouse  
1801 23<sup>rd</sup> Avenue  
Gulfport, Mississippi 39501

**Project:      Worthless Check Area & Chancery Clerks**  
**Harrison County Courthouse**  
**Gulfport, Mississippi**

Dear Sirs:

We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one year, or such longer period of time as may be called for in the Contract Documents for such portions of the Work.

Sincerely,

MLH, INC.

Michelle D. Herrin, Owner/President

COMMERCIAL



REMODELING



CUSTOM HOMES



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

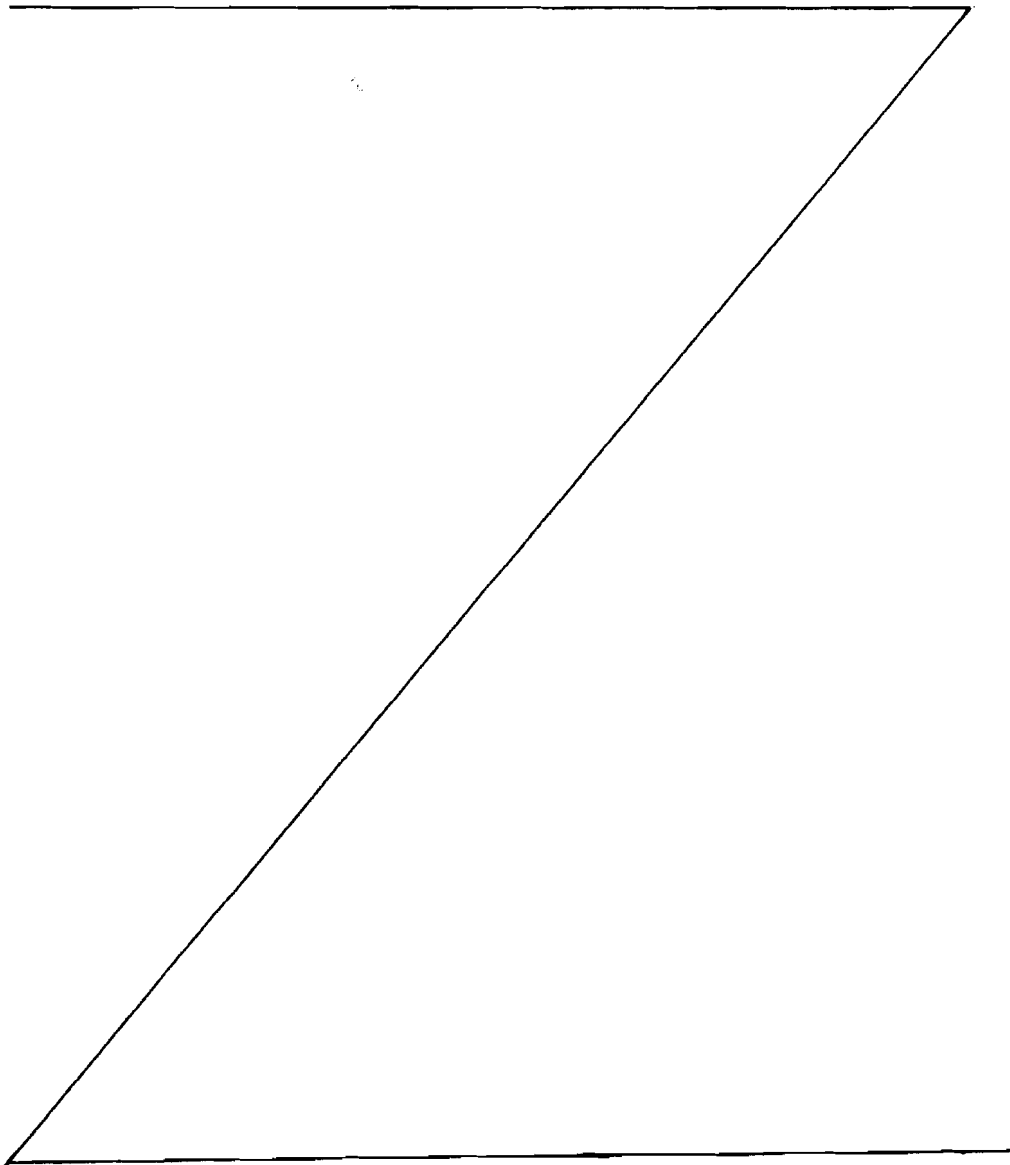
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Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER APPROVING REQUEST FOR CASH NO. 1 IN THE AMOUNT OF \$450,000.00 FOR REIMBURSEMENT OF BUILDING CONSTRUCTION COST FOR CDBG #01-024-PF-01 FOR THE NEW HEALTH DEPARTMENT BUILDING AND SUMMARY SHEET THEREFOR, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME**

*Order Rescinded  
Minute Book 97, pg. 505*

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE Request for Cash No. 1 in the amount of \$450,000.00 for reimbursement of building construction cost for CDBG #01-024-PF-01 for the new Health Department Building and summary sheet therefor, same being as follows:



Mississippi Department of Economic and Community Development  
**REQUEST FOR CASH**

Section A: General Information				Section B: Project Information																																											
<b>Contractor's Name / Address</b>  Harrison County BOS P.O. Drawer CC Gulfport, MS 39502-0860  <b>Telephone No.</b> 228-865-4116		<b>Electronic Transfer</b> 065500752 Account 1511740 <b>Bank's Name / Address</b> The People's Bank 30th Avenue Gulfport, MS 39501  <b>Telephone No.</b> 228-865-4116		<b>Grant No.</b> 1118		<b>Contract No.</b> 01-024-PF-01																																									
				<b>Request No.</b> 1																																											
				<b>FOR MDECD USE ONLY</b>																																											
				<b>Vendor No.</b>		<b>IDIS Voucher No.</b>																																									
				<b>Approval</b>  _____ <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div>																																											
<b>Section C: Request Per Activity</b>				<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">HUD ACT. NO.</th> <th style="text-align: center;">PGM CODE</th> <th style="text-align: center;">SRCE TYPE</th> <th style="text-align: center;">FUND TYPE</th> <th style="text-align: center;">RECIP TYPE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				HUD ACT. NO.	PGM CODE	SRCE TYPE	FUND TYPE	RECIP TYPE																																			
HUD ACT. NO.	PGM CODE	SRCE TYPE	FUND TYPE					RECIP TYPE																																							
1. <b>Activity</b>	<b>Total Prior Request to Date</b>	<b>This Request</b>	<b>Remaining Balance</b>																																												
Public Facilities	\$ 0.00	\$ 450,000.00	\$ 0.00																																												
2. _____	\$ _____	\$ _____	\$ _____																																												
3. _____	\$ _____	\$ _____	\$ _____																																												
4. _____	\$ _____	\$ _____	\$ _____																																												
5. _____	\$ _____	\$ _____	\$ _____																																												
6. _____	\$ _____	\$ _____	\$ _____																																												
<b>Total:</b>	\$ 0.00	\$ 450,000.00	\$ 0.00																																												
<p>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 requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.</p> <p>I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____  <b>Signature of Authorized Official</b></p> <p>William Martin, President</p> <p>_____  <b>Typed Name and Title of Authorized Official</b></p> </div> <div style="width: 10%; text-align: center;"> <p>_____  <b>Date Signed</b></p> </div> <div style="width: 40%;"> <p>Chris Gouras  <b>Prepared By</b></p> <p>601-638-7121  <b>Preparer's Telephone No.</b></p> </div> <div style="width: 10%; text-align: center;"> <p>9/27/02  <b>Date Prepared</b></p> </div> </div>																																															

Original - DFA  
 Green - FGMR  
 Blue - ACCT.

Canary - Remittance Copy  
 Pink - Program Division  
 Goldenrod - Subgrantee

MDECD 301  
 (Rev. 7/98)

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

Page 1 of 2

Contractor's Name Harrison County

Request No. 1 Grant No. 1118

Contract No. 01-024-PF-01

Invoice Period - Beginning Date 9/1/02

Invoice Period - Ending Date 9/30/02

1. Activity: <u>Public Facilities</u>					
Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	(c) Federal Share
A. Health Department	Addison Construction	1-10	\$ 2,480,008.20	\$ 2,030,008.20	\$ 450,000.00
B.			\$	\$	\$
C.			\$	\$	\$
D.			\$	\$	\$
Subtotal:			\$ 2,480,008.20	\$ 2,030,008.20	\$ 450,000.00

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

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

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

County Name Harrison County

Рисун №. 1

C/DA No. 1118

Case No. 01-024-PF-01

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

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

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

8. Agency Match Expended To Date: \$ 2,030,008.20 9. Agency Federal Expended To Date: \$ 450,000.00	<b>GRAND TOTAL:</b> \$ 2,480,008.20	\$ 2,030,008.20	\$ 450,000.00
--	--	-----------------	---------------

Total Amount Available: \_\_\_\_\_

I hereby certify that (a) the services covered by this request have not been rendered from the Federal Government or expended for such services under any other contract agreement or grant; (b) the work requested will be covered for all other costs/expense/s under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements. I hereby certify that the goods and/or services rendered have been delivered and/or performed in good order and are in compliance with all funding requirements and regulations.

William Martin, President

~ YIELDING TO EXAGGERATED DEMANDS

Signature of Authorized Official

Oslo Stene



**CDBG REQUEST FOR CASH CONSOLIDATED SUPPORT SHEET**

Project Name Harrison County Project # 1118-01-024-PF-01 RFC# 1 The Total Amount Requested is \$ 450,000.00

	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Engineering	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Specific Line Items as Listed in Budget:				
Health Department	\$ 450,000.00	\$ 0.00	\$ 450,000.00	\$ 0.00
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Budget	\$ 450,000.00	\$ 0.00	\$ 450,000.00	\$ 0.00

Total Funds Requested To Date	\$ 450,000.00
Amount of Other Funds Expended to Date	\$ 2,030,008.20
CDBG Project Balance	\$ 0.00
Period of Projected Cash Needs - From:	9/1/02 To: 9/30/02

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE the Board President to execute said Request for Cash.

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

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

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

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

**ORDER APPROVING ANNUAL INVENTORY REPORT AS SUBMITTED TO THE  
STATE AUDITOR'S OFFICE, PER LIST ON FILE WITH THE CLERK OF THE BOARD**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the annual inventory report as submitted to the State Auditor's office, per list on file with the Clerk of the Board.

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	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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

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

**ORDER DECLARING ASSET # 3421 JUNK AND AUTHORIZING THE INVENTORY  
CLERK TO REMOVE SAME FROM THE INVENTORY LIST**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DECLARE Asset # 3421 junk and authorizing the Inventory Clerk to remove same from the inventory list.

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

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

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

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

**ORDER ACKNOWLEDGING RECEIPT OF THE REQUEST FOR REVIEW OF  
APPLICATION FILED WITH THE MISSISSIPPI DEPARTMENT OF MARINE  
RESOURCES BY THE PALACE CASINO RESORT, DMR-03155, AS ON FILE WITH  
THE CLERK OF THE BOARD, AND AUTHORIZING THE BOARD PRESIDENT TO  
EXECUTE THE LETTER OF ACKNOWLEDGMENT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the following request for review of application filed with the Mississippi Department of Marine Resources by the Palace Casino Resort, DMR-03155, as on file with the Clerk of the Board; and the Board does HEREBY AUTHORIZE the Board President to execute the letter of acknowledgment:



**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 the Palace Casino Resort,  
DMR-03155

DATE: September 20, 2002

In accordance with the provisions of the Coastal Wetlands Protection Law, we herewith enclose a copy of the application by the Palace Casino Resort, DMR-03155.

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 October 23, 2002.

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**  
**OCTOBER 2002 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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

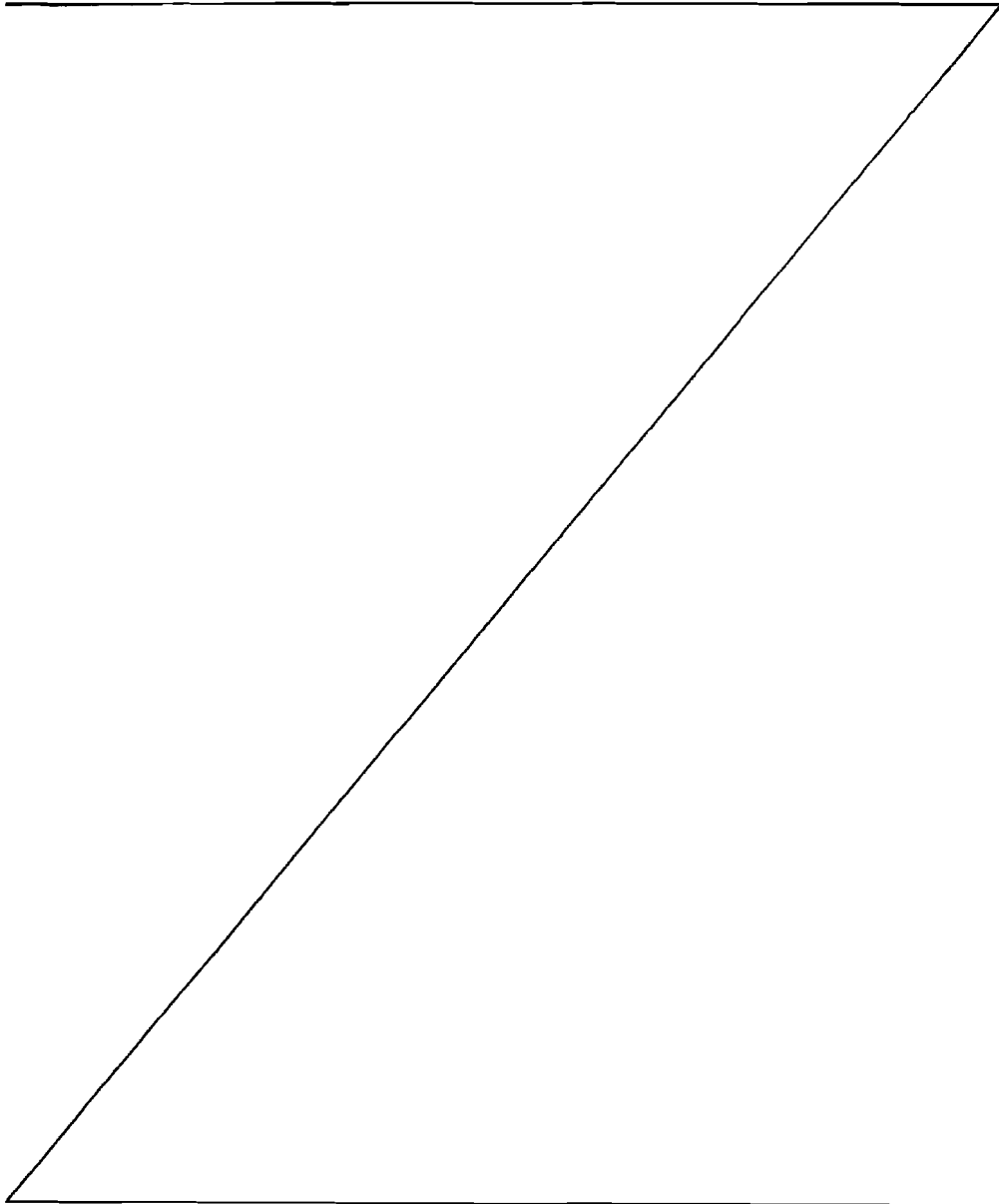
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Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

**ORDER APPROVING RENEWAL OF ADOPT-A-ROADWAY PROGRAM BY THE  
EXCHANGE CLUB OF BILOXI FOR PASS ROAD FROM EISENHOWER DRIVE TO  
BEAUVOIR ROAD AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE  
RENEWAL FORM**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE renewal of Adopt-A-Roadway program by the Exchange Club of Biloxi for Pass Road from Eisenhower Drive to Beauvoir Road; and the Board does HEREBY AUTHORIZE the Board President to execute the renewal form, which is as follows:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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*Harrison County*  
*Adopt-A-Roadway*

*Renewal form*

The Harrison County Board of Supervisors and the City of Biloxi  
recognize The Exchange Club of Biloxi as  
renewing their original Adopt-A-Roadway application and are the adopting organization  
for the location Pass Road, Biloxi  
Between Eisenhower Drive and Beauchamp Rd.  
Brief description of the location: \_\_\_\_\_

Furthermore, \_\_\_\_\_ accepts the  
responsibility of picking up litter on this location and promoting a clean and beautiful  
environment in the community for the period beginning Blairton August  
2002 and ending July 2003

Now Therefore, In consideration of the above premises, this agreement is entered  
into this the 22<sup>nd</sup> day of July 2002

Maurice Williams  
Applicant

James D. Marsh  
Notary Public  
My Commission Expires: My Commission Expires August 6, 2004

(Seal)

Willie Mart  
Harrison County Board of Supervisors  
President

City of \_\_\_\_\_, Mississippi

Mayor \_\_\_\_\_

Harrison County Beautification Commission  
President \_\_\_\_\_

P.O. Drawer CC, Gulfport, MS 39502  
Phone: (228) 214-1405/Fax: (228) 865-4162  
Jennifer.mclaughlin@co.harrison.ms.us



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

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

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

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

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

**ORDER APPROVING ADVERTISEMENT OF COUNTY RESOURCES, AS LISTED,  
PAYABLE FROM 001-675-522**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE advertisement of County resources, as listed, payable from 001-675-522, as follows:

a) \$500.00 to the Mississippi Gulf Coast Community College, Jefferson Davis Campus, to advertise County resources November 10-12, 2002 at the MGCCC Holiday Inn Fall Intercollegiate Golf Tournament.

b) \$125.00 for full page ad in the Harrison Central 9th Grade 2002/2003 yearbook.

c) \$90.00 for marquee ad in the Sun Herald for the St. James Columbus Day Fall Festival.

d) \$395.00 for half page ad in the Mississippi Wildlife Enforcement magazine.

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
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Supervisor LARRY BENEFIELD voted	AYE
----------------------------------	-----

Supervisor MARLIN R. LADNER voted	AYE
-----------------------------------	-----

Supervisor WILLIAM W. MARTIN voted	AYE
------------------------------------	-----

Supervisor CONNIE M. ROCKCO voted	AYE
-----------------------------------	-----

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

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

**ORDER APPROVING CAPITAL EXPENSE PURCHASES FOR THE COUNTY COURT  
AND BUDGET AMENDMENTS THEREFOR, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE capital expense purchases and budget amendments therefor, for the County Court, as follows:

- a) Office furniture from Office Depot in the total amount of \$2,499.90, payable from 001-175-919;
- b) Lanier Advocate V transcriber in the amount of \$1,288.99, payable from 001-175-919.

The request from the court reporter and approval of the senior judge are as follows:

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

DENISE J. MOORE, CSR  
P.O. BOX 1461  
GULFPORT, MS 39502  
228-865-4017

September 18, 2002

Hon. Gaston H. Hewes  
Senior County Court Judge  
P.O. Box 973  
Gulfport, MS 39502

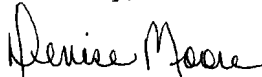
RE: Office Furniture  
Transcriber

Dear Judge Hewes:

I would respectfully request the purchase of appropriate furniture for Gloria Mayo, the County Court Administrator's office and Denise Moore, County Court Reporter's office. It is my understanding that new furniture has never been purchased for these County offices since the Courthouse was built. The furniture currently in these offices is not functional for use with a computer and other necessary equipment. I have attached quotes from Office Depot for the furniture.

Also, the County Court Place 1 has never had a transcriber for the court reporter and I am enclosing a quote for the Lanier Advocate V which is compatible with the current courtroom equipment.

Sincerely,

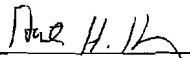


Denise J. Moore, CSR

Enclosures

xc: Ms. Pam Ulrich  
County Administrator

APPROVED:



GASTON H. HEWES, JR.  
SENIOR COUNTY COURT JUDGE

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

**TEL. # : 228 832 7886**

FAX ORDERS TO 228-832-9668

**Delivery Order Form**

Date: 9-12-02

ORDER # \_\_\_\_\_

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

CUSTOMER # \_\_\_\_\_

Company: HARRISON CO. COURT HOUSE

Address: COUNTY COURT JUDGE HEWES

2301 14<sup>th</sup> ST.

GW/PORT, MS 39501

Phone # 228 865-4175

Contact Name: Denise Moore

\_\_\_\_\_ Cash

\_\_\_\_\_ Check

\_\_\_\_\_ Bank Card # \_\_\_\_\_

\_\_\_\_\_ Exp. \_\_\_\_\_

\_\_\_\_\_ Store Charge # \_\_\_\_\_

\_\_\_\_\_ Pick-up/Exact store for Pick-up \_\_\_\_\_

\_\_\_\_\_ Delivery Address(if different from above) \_\_\_\_\_

	SKU #	QUANTITY	PRICE	DESCRIPTION
1	303-411	1	399.99	SAUDER HERITAGE HILL DESK
2	303-451	1	199.99	SAUDER HERITAGE HILL "U" Connector
3	303-481	1	199.99	SAUDER 48" DESK RETURN
4	303-421	1	299.99	SAUDER 72" HUTCH
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19			\$1099.96	

Order Taken By: Denise Moore Keyed By: \_\_\_\_\_

**Office DEPOT**

**FREE DELIVERY ON PURCHASES \$50 OR MORE**

(MUST BE IN OFFICE DEPOT DELIVERY AREA)

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

TEL. # : 228 832 7886

FAX ORDERS TO 228-832-9668

**Delivery Order Form**Date: 9-12-02

ORDER # \_\_\_\_\_

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

CUSTOMER # \_\_\_\_\_

Company: HARRISON CO. COURT HOUSE

Cash

Address: COUNT COURT JUDGE HEWES

Check

2301 14th St.

Bank Card # \_\_\_\_\_

Gulfport, MS 39501

Exp. \_\_\_\_\_

Phone # 228 865-4175

Store Charge # \_\_\_\_\_

Contact Name: Denise Moore

Pick-up/Exact store for Pick-up \_\_\_\_\_

Delivery Address(if different from above) \_\_\_\_\_

	SKU #	QUANTITY	PRICE	DESCRIPTION
1	303-411	1	399.99	SAUDER HERITAGE HILL DESK
2	303-451	1	199.99	SAUDER HERITAGE HILL "U" Connector
3	303-481	1	199.99	SAUDER 48" DESK RETURN
4	303-421	1	299.99	SAUDER 72" HUTCH
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19		<u>TOTAL</u>	<u>1099.96</u>	

Order Taken By: Denise Moore Keyed By: \_\_\_\_\_**Office DEPOT****FREE DELIVERY ON PURCHASES \$50 OR MORE**

(MUST BE IN OFFICE DEPOT DELIVERY AREA)

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

**TEL. # : 228 832 7886**

FAX ORDERS TO 228-832-9668

**Delivery Order Form**

Date: 9-17-02

ORDER # \_\_\_\_\_

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

CUSTOMER # \_\_\_\_\_

Company: HARRISON CO. COURTHOUSE

\_\_\_\_ Cash

Address: JUDGE HEWES COUNTY COURT

\_\_\_\_ Check

2301 14<sup>th</sup> St. Gulfport, MS 39503

\_\_\_\_ Bank Card # \_\_\_\_\_

Phone # (228) 865-4017

\_\_\_\_ Exp. \_\_\_\_\_

Contact Name: DENISE MOORE

\_\_\_\_ Store Charge # \_\_\_\_\_

\_\_\_\_ Pick-up/Exact store for Pick-up \_\_\_\_\_

\_\_\_\_ Delivery Address (if different from above) \_\_\_\_\_

	SKU #	QUANTITY	PRICE	DESCRIPTION
1	721-641	2	149.99	OFFICE STAR WOOD DUAL
2				MANAGER'S CHAIR
3				OAK/NUTMEG
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19		TOTAL	299.98	

Order Taken By: [Signature]

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

**Office DEPOT**

**FREE DELIVERY ON PURCHASES \$50 OR MORE**

(MUST BE IN OFFICE DEPOT DELIVERY AREA)

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

Sep 13 02 03:44p

MONICA L. BOLTON - LHC

954-337-7794

p. 2



#2 Chateau du Jardin  
 Kenner, Louisiana 70065  
 504-451-2108  
 FAX: 954-337-7794  
 mbolton@lanierhealthcare.com

**HARRISON COUNTY COURT SYSTEM**

*Denise Moore*

**CAPITAL BUDGETING PROPOSAL FOR  
 LANIER ADVOCATE V TRANSCRIBER WITH ANNUAL MAINTENANCE**

*September 14, 2002*

QTY	PRODUCT #	COMPONENT DESCRIPTION	UNIT	EXTENDED	GMA UNIT	GMA
1	164-1342	Advocate Transcriber	\$1,095.00	\$ 1,095.00	169.00	169.00
<u>INVESTMENT SUBTOTAL</u>				\$ 1,095.00		
<u>ADD: Freight</u>				\$ 24.99		
<b>ADVOCATE TRANSCRIBER TOTAL</b>			<b>\$</b>	<b>1,119.99</b>		
<b>ANNUAL MAINTENANCE</b>					<b>\$</b>	<b>169.00</b>
<b>TOTAL INVESTMENT</b>				<b>\$</b>	<b>1,288.99</b>	

LEASING AVAILABLE THROUGH CITICORP

*DOES NOT INCLUDE APPLICABLE SALES TAX*

PURCHASE ORDER SHOULD BE MADE OUT TO:

LANIER HEALTHCARE

REMIT TO:

Post Office Box 951282

Dallas, TX 75395-1282

AND

FAXED TO MONICA L. BOLTON, FAX NO.: 954-337-7794



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the 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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

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

**ORDER APPROVING TRAVEL, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following travel for Robert Bailey, E-911 Coordinator:

a) Robert Bailey, E-911 Coordinator to travel to Tunica, Mississippi October 23 and 24, 2002 to attend the National Emergency Number Association (NENA), the Association of Public Safety Communications Officers (APCO) and the MS 911 Coordinator Association meeting, the estimated cost of \$102.50 being payable from 622-100-475.

b) Robert Bailey, E-911 Coordinator to travel to St. Louis, Missouri November 3-6, 2002 to attend the 2002 911 Center Operations Best Practice Conference, the estimated cost of being \$1,136.55.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

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

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

THIS, the 7th day of October 2002.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

---

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

**ORDER APPROVING PAYMENT OF FUNERAL EXPENSES FOR PAUPERS,  
AS LISTED**

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

- a) \$500.00 to Riemann Funeral Home for cremation of Laszlo Nemeth;
- b) \$500.00 to Bradford-O'Keefe Funeral Home for cremation of Dennis Burton;
- c) \$500.00 to Riemann Funeral Home for cremation of William Bauder.

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 <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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

**ORDER RESCINDING ORDER ADOPTED SEPTEMBER 30, 2002 APPROVING  
EXPENDITURE OF \$2,400.00 FOR BEAVER CONTROL IN DISTRICT 3, 4 AND 5 OF  
HARRISON COUNTY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY RESCIND order adopted September 30, 2002, in Minute Book 370, page 471, approving expenditure of \$2,400.00 for beaver control in District 3, 4 and 5 of Harrison County.

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

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

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

THIS, the 7th day of October 2002.

\* \* \*

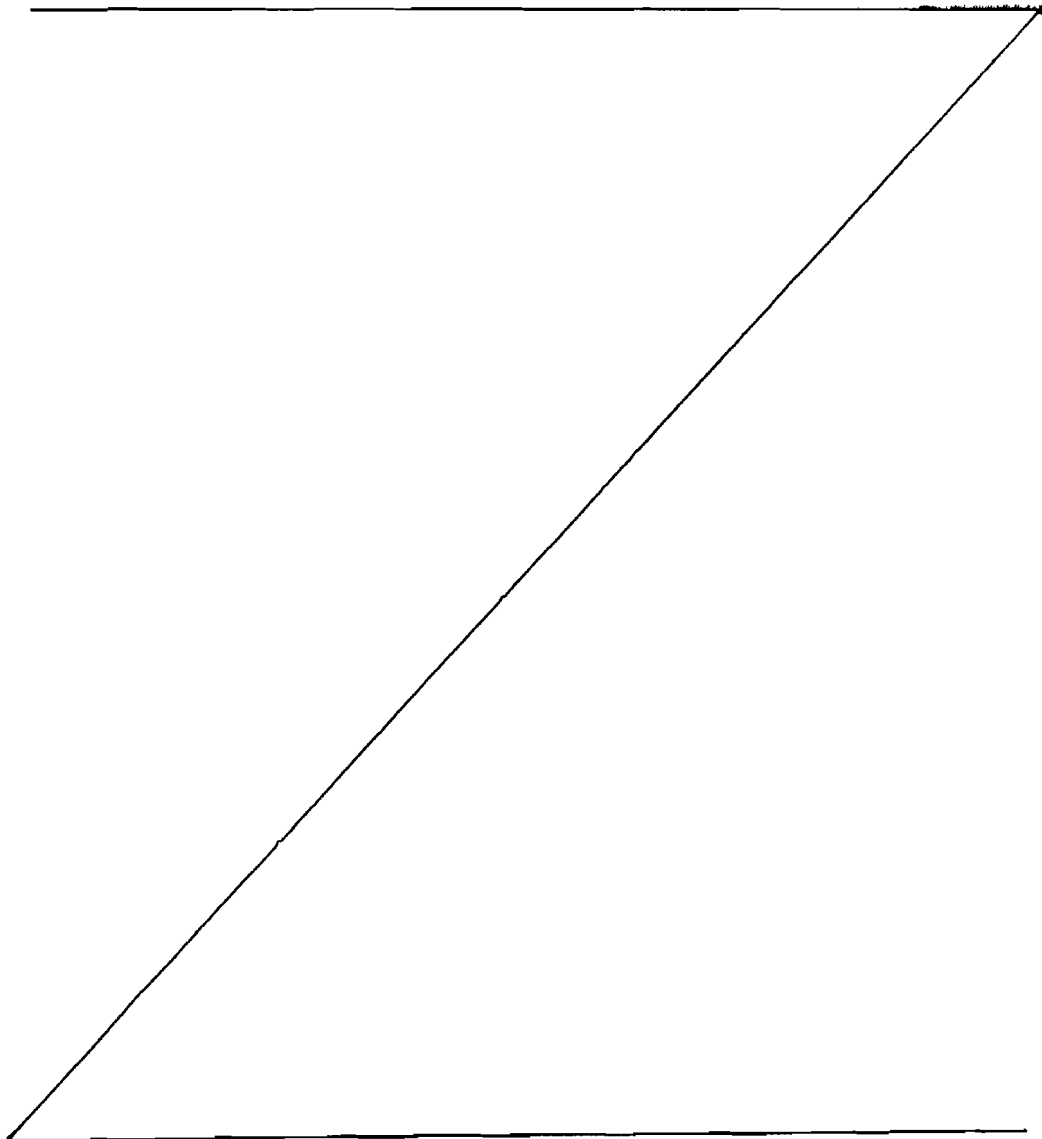
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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

**ORDER APPROVING COOPERATIVE SERVICE FIELD AGREEMENT BETWEEN  
HARRISON COUNTY AND THE UNITED STATES DEPARTMENT OF AGRICULTURE  
FOR BEAVER CONTROL IN THE WOOLMARKET AREA IN THE AMOUNT OF  
\$800.00 PAYABLE FROM 150-300-581, AUTHORIZING THE BOARD PRESIDENT  
TO EXECUTE SAID AGREEMENT AND DIRECTING THE ROAD DEPARTMENT TO  
CONTACT THE USDA TO INSPECT PROBLEM AREAS IN DISTRICTS 3 AND 4 FOR  
FURTHER AGREEMENTS FOR BEAVER CONTROL**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE and does HEREBY AUTHORIZE the Board President to execute the Cooperative Service Field Agreement between Harrison County and the United States Department of Agriculture for beaver control in the Woolmarket area at a cost of \$800.00, payable from 150-300-581, said agreement being as follows:



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

RFA Agreement # 50105

COOPERATIVE SERVICE FIELD AGREEMENT

between

Harrison County

and the

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
Wildlife Services (WS)

## ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described below:

To control Beaver Damage at Fairview View Rd at Osage Hills  
Golf Club, Walnut Ridge, MS.  
(Wildlife Species, Type of Damage, Service WS will Provide)

## ARTICLE 2

Authority exists under the Animal Damage Control Act of 1931 (7 USC 426-426b and 426c, as amended) and the Rural Development, Agriculture and Related Agencies Appropriation Act, 1988 (P.L. 100-202), to cooperate with States, individuals, public and private agencies, organizations and institutions to control wildlife damage.

## ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will reimburse the U. S. Department of Agriculture the sum of \$ 800.00 to cover the costs listed below:  
Not To Exceed 800.00 unless agreed to by  
Harrison County Authorities
3. Payment will be made by check payable to "U. S. Department of Agriculture" by a mutually agreed upon date.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. Control activities will be conducted in accordance with applicable Federal, State and local laws and regulations.
6. Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with APHIS-WS for the purpose of managing wildlife damage.
7. The Cooperator certifies that wildlife damage management options, including the use of services provided by the private sector, have been carefully considered. After considering these options, the Cooperator requests that WS provide its services under the stated terms of this agreement.

## ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of the Agreement or to any benefit to arise therefrom.

## ARTICLE 5

APHIS-WS will hold the Cooperator harmless from any liability arising from the negligent act or omission of a government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Cooperator, his employees, agents or subcontractor(s). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.

## ARTICLE 6

The Agreement shall become effective \_\_\_\_\_, 20\_\_\_\_ and shall continue in effect until completion or termination of project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not deposit necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

COOPERATOR Name and Address

- ✓ Harrison County Road Dept.  
✓ 10014 Lorraine Road  
✓ Gulfport, MS 39503  
✓ Phone# 228-896-0210  
✓ Tax id # 64600425

USDA-APHIS-Wildlife Services  
P.O. Drawer FW  
Mississippi State, MS 39762  
(662) 325-3014

Cooperator's Signature

Date

State Director's Signature

Date

Name of Wildlife Specialist

CHRIS HOLT  
MIKE MERCHANT

WS-2A Form 1

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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IT IS FURTHER ORDERED that the Board does HEREBY DIRECT the Road Department to contact the USDA to inspect problem areas in Districts 3 and 4 for further agreements for beaver control.

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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

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

**ORDER APPROVING DEPOSIT OF \$22,185.87 TO THE HARRISON COUNTY  
WORKERS COMPENSATION ESCROW ACCOUNT TO BRING IT UP TO THE  
REQUIRED \$50,000.00 BALANCE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE deposit of \$22,185.87 to the Harrison County Workers Compensation escrow account to bring it up to the required \$50,000.00 balance.

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

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

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

THIS, the 7th day of October 2002.

\* \* \*



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**

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**RESOLUTION**  
**AUTHORIZING EXECUTION OF DOCUMENTS**

**WHEREAS,** the Harrison County Board of Supervisors adopted a Resolution authorizing preparation and submittal of an application for 2001 Community Development Block Grant Public Facility funds from the Mississippi Development Authority on the 6th day of November, 2000;

**WHEREAS,** the said Resolution authorized Bobby Eleterius, President of the Harrison County Board of Supervisors to execute any and all documents pertaining to the administration of grants from the Mississippi Development Authority;

**WHEREAS,** on the 2nd day of January, 2002, the Harrison County Board of Supervisors elected William Martin to serve as President of the Harrison County Board of Supervisors;

**WHEREAS,** said grant 01-024-PF-01 was received and requires the signature of the President of the Harrison County Board of Supervisors on documentation throughout project implementation.

**NOW, THEREFORE, BE IT RESOLVED BY THE HARRISON COUNTY BOARD OF SUPERVISORS** that:

William Martin, President of the Harrison County Board of Supervisors, be and is hereby authorized to execute any and all documents necessary and pertinent to the implementation of CDBG Project No. 01-024-PF-01 for Harrison County.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Supervisor Connie Rockco, seconded by Supervisor B. Eleuterius, and was adopted by the following vote, to wit:

**YEAS:**

**NAYS:**

BOBBY ELEUTERIUS, DISTRICT 1

LARRY BENEFIELD, DISTRICT 2

MARLIN R. LADNER, DISTRICT 3

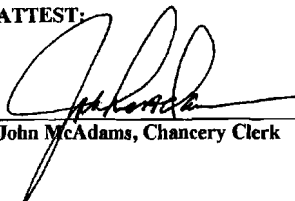
WILLIAM W. MARTIN, DISTRICT 4


CONNIE M. ROCKCO, DISTRICT 5

The President thereby declared the motion carried and the Resolution adopted on this the 7th day of October, 2002.

**ATTEST:**

**ADOPTED:**

  
John McAdams, Chancery Clerk

  
William Martin, President

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

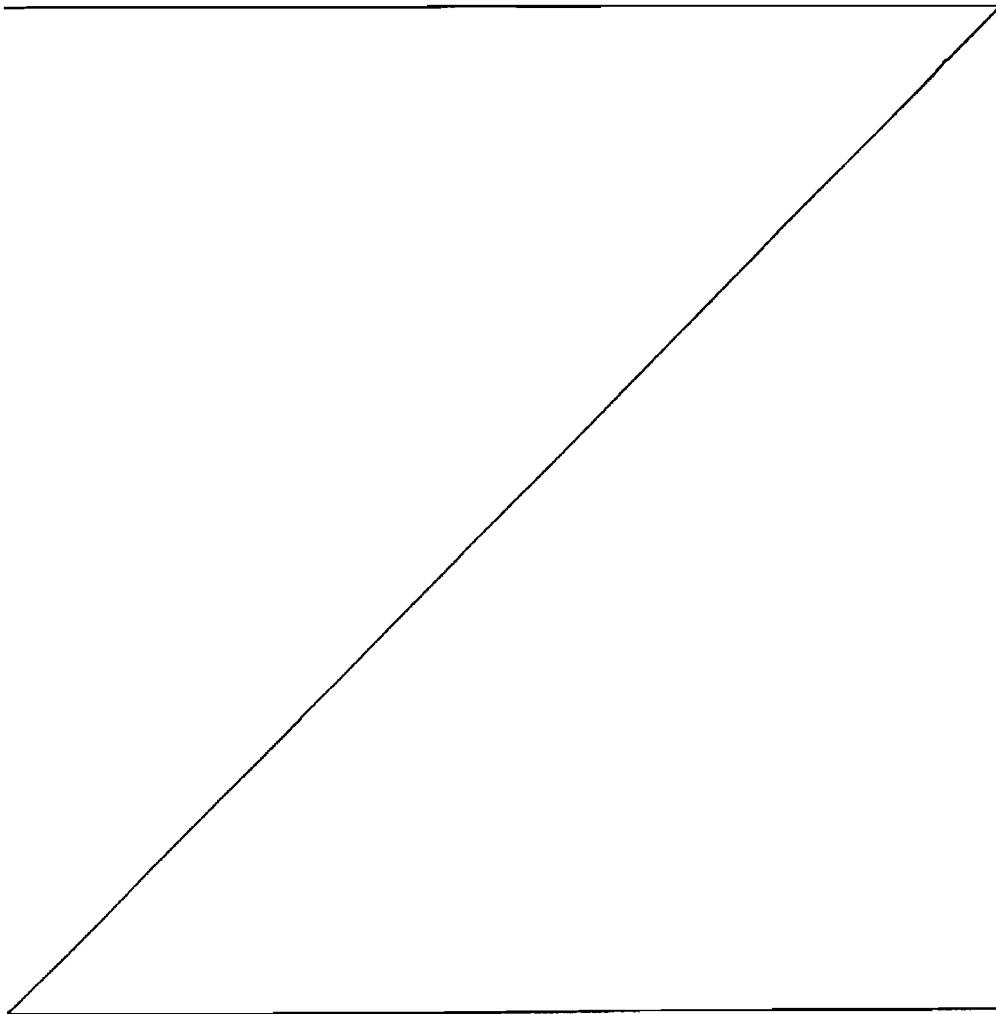
**ORDER ACCEPTING THE PROPOSAL OF ANDERSON CHEMICAL COMPANY, INC.  
FOR PROFESSIONAL SERVICES FOR WATER TREATMENT OF THE COOLING  
TOWERS, AS RECOMMENDED BY TIM MURRAY, SUPERINTENDENT, OUTSIDE  
BUILDINGS & GROUNDS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT the proposal of Anderson Chemical Company, Inc. for professional services for water treatment of the cooling towers, as recommended by Tim Murray, Superintendent, Outside Buildings & Grounds, as follows:

- a) Gulfport Courthouse at a cost of \$405.00/month;
- b) Gulfport Library at a cost of \$100.00/month;
- c) Gulfport Health Department at a cost of \$185.00;
- d) Biloxi Courthouse at a cost of \$175.00/month.

The proposal received from Anderson Chemical Company is as follows:

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**OCTOBER 2002 TERM**



**Anderson Chemical Company, Inc.**

P.O. Box 4507 Macon, GA 31208  
 1840 Waterville Road Macon, GA 31206  
 Phone (912) 745-0466 Fax (912) 742-6332

## Water Treatment Proposal

**To:** Mr. Mike Jones  
**Company:** Harrison County  
**From:** Cliff Diamond

**Date:** September 3, 2002

**Cc:**

**Pages Including Cover:** 2

Thank you for allowing us to survey your cooling water systems. We are pleased to propose the following water treatment program for your facilities. This program is designed to prevent scale formation, provide excellent corrosion protection and to control microbiological activity in your tower systems.

### **Gulfport Courthouse**

Cooling Tower (Cells 1 & 2)  
 Corrosion and Scale Inhibitor fed proportional to tower run-time  
 Non-oxidizing biocide automatically slug-fed weekly  
 Oxidizing biocide automatically slug-fed twice a week  
 Utilizes one existing pump  
 Includes 2 new board mounted conductivity and chemical feed controllers. 4 new biocide feed pumps, 2 flow switches, and 2 board mounted flow assemblies  
 Monthly service visits, reports, recommendations and necessary adjustments  
**\$405.00 per month includes use of equipment and freight**  
**Equipment will become property of Harrison County after 24-month contract**

### **Gulfport Library**

Cooling Tower  
 Corrosion and Scale Inhibitor fed proportional to tower run-time  
 Non-oxidizing biocide automatically slug-fed weekly  
 Oxidizing biocide automatically slug-fed twice a week  
 Utilizes two existing pumps  
 Includes new biocide pump and timer  
 Monthly service visits, reports, recommendations and necessary adjustments  
**\$100.00 per month includes use of equipment and freight**  
**Equipment will become property of Harrison County after 24-month contract**

### **Cliff Diamond**

Technical Service Representative  
 826 Idlewild Drive Picayune, MS 39466  
 Phone: 601.799.1544 Mobile: 601.273.0980 Fax: 775.796.3922

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**Gulfport Health Department**

Cooling Tower  
Corrosion and Scale Inhibitor fed proportionally to makeup water usage  
Non-oxidizing biocide automatically slug-fed weekly  
Oxidizing biocide automatically slug-fed twice a week  
Utilizes all existing equipment  
Monthly service visits, reports, recommendations and necessary adjustments  
**\$185.00 per month includes freight**  
**No new equipment at this location**

**Biloxi Courthouse**

Cooling Tower  
Corrosion and Scale Inhibitor fed proportionally to tower run-time  
Non-oxidizing biocide automatically slug-fed weekly  
Oxidizing biocide automatically slug-fed twice a week  
Utilizes existing inhibitor pump  
Includes new board mounted conductivity and chemical feed controllers. 2 new biocide feed pumps, flow switch, and flow assemblies  
Monthly service visits, reports, recommendations and necessary adjustments  
**\$175.00 per month includes use of equipment and freight**  
**Equipment will become property of Harrison County after 24-month contract**

**Note:**

- Prices do not include closed-loop treatment. Closed loop treatment will be sold as-needed at Mississippi State Contract Pricing

**Cliff Diamond**  
Technical Service Representative  
826 Idlewild Drive Picayune, MS 39466  
Phone: 601.799.1544 Mobile: 601.273.0980 Fax: 775.796.3922

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

#### "GENERATOR AGREEMENT" (GENERAL TERMS AND CONDITIONS)

5651

#### Recycling/Non-Haz Waste Generator Agreement:

This agreement is a legal document and shall constitute a mutual Agreement/Covenant between GENERATOR and AARON OIL COMPANY, INC. (hereafter referred to as Recycler). A copy of this agreement with each manifest must be retained for a period of at least three (3) years beyond its cancellation and must be on file at the used oil Generator facility. The Recycler and the Generator intending to be legally bound hereby mutually agree as follows:

#### A. Recycler Agrees

1. To remove from Generator all used petroleum oil meeting the non-hazardous specification set forth in 40 CFR parts 261 & 279, 40 CFR Parts 761, and any other specification that the Environmental Protection Agency may enact for non-hazardous used oil and that meet Recyclers profile.
2. All loads will be tested by Recycler at the Generator's site and the Recyclers site before removing any used petroleum oils or water from generator's site or the transporters tanker, to insure that only non-hazardous used oil and petroleum products suitable for recycling is removed for recycling. All water must be approved prior to shipment and must meet the description of one or more of the listed sources as described in our SID Permit.
3. To handle and dispose of these used petroleum oils in a manner that is protective of human health and the environment per 40 CFR Parts 761.20 (e) and applicable sections of 40 CFR Parts 261 & 279 regulations.
4. To manage used petroleum oils and other waste that is handled by Recycler for Generator according to all appropriate federal, state and local regulations that govern the cradle to grave management of used petroleum oil recycling. Regulations shall include but shall not be limited to those found in 40 CFR 261, 266, 279 covering used oil and other petroleum products burned for energy recovery, regulations found in 40 CFR Parts 761 that cover used oil with less than 2 PPM of PCB's and regulations that cover Spill Prevention Control and Countermeasure (SPCC) plan covered under the Clean Water Act, found in 40 CFR 112 and the new OPA90 Rules as applicable.
5. To maintain applicable insurance coverage required by the Department of Transportation, the Environmental Protection Agency and any other federal, or state agency that may require RECYCLER or Generator to maintain a certain policy amount.
6. To maintain a **CRADLE TO GRAVE** computerized tracking system that will follow each gallon of used petroleum oil and associated waste removed from said oil including analysis results and final end user destination for a minimum of five (5) years.
7. To indemnify Generator and hold Generators harmless with respect to damages and other liability under federal, state or local law, including common law, in connection with the transportation, storage, processing, recycling and or disposal of Generator's used petroleum oil and associated waste removed from the process of such oil, including water, used oil filters, oil sludge, etc., provided such streams meet the non-hazardous waste requirements and is not misrepresented by the Generator or their representative.

#### B. Generator Agrees

1. To not mix any hazardous waste into the used petroleum oil or virgin petroleum oil/fuels being recycled by the Recycler and will only allow used petroleum oils, that are classified as non-hazardous waste according to 40 CFR parts 261, 266 Subpart (E) and 40 CFR 279 to be delivered to Recycler.
2. That the used petroleum oil that will be delivered and recycled under this contract has not been contaminated by any P.C.B.'s. (< 2 PPM)
3. To sign and execute receipts indicating these certifications (Receipts furnished by RECYCLER) and to keep such copies of receipts on file at the Generator's office or place of business for a minimum of five (5) years.
4. Generator warrants and represents to Aaron Oil that the description of any waste materials provided to Aaron Oil is a true and correct description of the waste material, and that the waste material will have the properties, and characteristics described in each waste MANIFEST/or PROFILE or other documents given to and accepted by Aaron Oil. Generator further agrees that any trucks or containers of waste material or petroleum products that it delivers to Aaron Oil will be marked, labeled, and otherwise in conformance with all applicable federal, state and local laws and regulations. Both Recycler and Generator hereby agree that the Generator's certifications and representations is a material and substantial part of this transaction.
5. Generator agrees that it possesses and shall maintain all licenses, permits or certificates required by applicable local, state and federal laws and regulations to lawfully dispose of and deliver any waste material to Aaron Oil, and that while and if the Generator's agents or employees are on Aaron Oil's premises, they will comply with all federal, state and local laws and regulations pertaining to occupational safety and health as well as Aaron Oil's particular policies and procedures as instructed.

#### C. Nonconforming Waste Materials

1. Aaron Oil shall have the right to inspect, sample, analyze, or test any waste materials before beginning services. Failure or refusal of Generator to provide Aaron Oil with access to inspect, sample, or test such waste material shall cause such waste material to be deemed nonconforming as defined in this section. Aaron Oil's exercise of or failure to exercise, its right hereunder shall not operate to relieve the Generator of its responsibility or liability under this agreement.

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### OCTOBER 2002 TERM

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2. **Nonconforming Waste Materials.** In the event that any waste materials are discovered to be of the type that cannot be handled, stored, treated, processed, recycled or disposed of as anticipated by this agreement, such waste materials shall be considered nonconforming. Aaron Oil shall not be responsible for handling, transportation, storage, treatment, processing, recycling, or disposal of nonconforming waste materials. Also, if the nature of the waste materials will significantly increase the cost of performing the services or the waste materials are determined now or hereafter to be defined as a hazardous waste under any applicable local, state, or federal statute, law or regulation promulgated thereunder, then this waste will be considered nonconforming.
3. **Return of Nonconforming Waste Materials.** In the event that Aaron Oil determines that any waste materials are nonconforming, the parties shall pursue one of the following courses of action:
  - (A). Aaron Oil shall return the nonconforming waste materials to the Generator within a reasonable time after notice of nonconformity has been communicated to the Generator.
  - (B). The parties may agree to some mutually acceptable alternative lawful manner of disposition of the nonconformity waste materials.

In all events, the Generator shall pay Aaron Oil its reasonable expenses and charges for handling, loading, preparing, transporting, storing, and caring for nonconforming waste materials.
- D. **Transfer of Title.** Title to and liability for Waste Materials shall transfer from the Generator to Aaron Oil upon acceptance; provided, however, that title to and liability for Nonconforming Waste Materials shall at all times remain with the Generator, unless Aaron Oil agrees in writing to accept title to and liability for such nonconforming waste materials.
- E. **Other Terms.**
  1. **Independent Contractor.** Aaron Oil is and shall perform this Agreement as an Independent Contractor, and as such, shall exercise exclusive control over all of its employees, agents, subcontractor, and operations. Neither Aaron Oil nor anyone employed by Aaron Oil shall be, represent, purport to act as, or be deemed to be the agent, representative, employee or servant of the Generator.
  2. **Force Majeure.** Neither party shall be deemed to be in material breach of this agreement to the extent that any delay of failure in the performance of its obligations, other than the payment of money for services already rendered, results from any cause beyond its reasonable control, including, but not limited to: acts of God, acts of civil or military authority, riots, insurrections, fire, explosion, accident or epidemic, lack of regulations, requirements, orders of actions, breakage, failure of machinery or apparatus, negligent or willful act of the other party, national defense requirements, injunctions or restraining orders, labor trouble, strikes, lockout or injunction, provided that neither party shall be deemed required to settle a labor dispute against its own best judgement and changes in laws, statutes, regulations, or ordinances.
  3. **Notice.** Any notice to be given under this agreement shall be in writing and delivered to the address of the respective party as set forth at the beginning of this Agreement.
  4. **Law To Apply.** The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Alabama.
- F. **Recycler and Generator Further Agree.**
  1. That the costs involved for this service may be negotiated and raised or lowered as the Parties may substantially agree. However, it is agreed by both the recycler and generator that any addition or other modifications in these general terms and conditions that are contained in any acknowledgment, invoice, other form or communication from generator is hereby objected to and rejected, notwithstanding generator's acceptance of price changes from time to time for services provided as agreed to.
  2. **Termination without Cause.** Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice of termination.
  3. **Termination for Cause.** Either party may terminate this agreement upon the occurrence of any material breach by the other party by giving written notice of such breach to the breaching party, which notice must make reference to this section and describe the alleged breach. This Agreement will terminate ten (10) days after receipt of such notice unless the breaching party cured such breach within such ten (10) calendar day period.
  4. **Savings Clause.** If any part or section contained in this Agreement is ever deemed invalid by any court of competent jurisdiction, such decision or decree shall not affect the remainder of parts or sections, and each shall remain in full force and effect.
- G. **Entire Agreement.**
  1. All prior oral or written proposals, negotiations or agreements, contracts, etc. between the parties hereto are merged into and is superseded by this Contract regarding this specific transaction and this Contract/Agreement shall control over any inconsistent provisions in any prior or subsequent Contract/s or Agreement/s between the parties.

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IT IS FURTHER ORDERED that the Board president is HEREBY AUTHORIZED to execute contract, upon receipt.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

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

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

THIS, the 7th day of October 2002.

\* \* \*

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

**ORDER APPROVING PAYROLL FOR OCTOBER 2002**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE payroll for October 2002.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor <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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF THE BID OF MCMULLAN EQUIPMENT CO.  
FOR BID # 023 WHICH WAS RECEIVED AFTER THE ORIGINAL DEADLINE OF  
OCTOBER 3, 2002 AT 10:30 A.M.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY ACKNOWLEDGE receipt of the bid of McMullan Equipment Co. for Bid # 023 which was received after the original deadline of October 3, 2002 at 10:30 a.m., as the Courthouse was closed to the public that day due to Hurricane Lili

IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE said bid to be considered with the other unopened bids.

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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

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

**ORDER RESETTING THE OPENING DATE OF BIDS #020 THROUGH #023 FOR  
MONDAY OCTOBER 7, 2002 AT 1:30 P.M. AND DESIGNATING THE PURCHASE  
CLERK, THE CHANCERY CLERK AND ANY DEPARTMENT HEAD, AS NEEDED, AS  
THE BOARD'S REPRESENTATIVES TO RECEIVE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY RESCHEDULE the opening date of bids #020 through #023 for Monday October 7, 2002 at 1:30 p.m., and designating the Purchase Clerk, the Chancery Clerk and any Department Head, as needed, as the Board's representatives to receive same.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

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

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

THIS, the 7th day of October 2002.

\* \* \*

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

**ORDER AUTHORIZING THE ROAD DEPARTMENT TO TEAR DOWN TWO  
DILAPIDATED MODULAR BUILDINGS LOCATED NEAR THE LYMAN SENIOR  
CENTER AND TO DISPOSE OF THE CONTENTS THEREIN FOR SAFETY REASON**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY AUTHORIZE the Road Department to tear down two dilapidated modular buildings located near the Lyman Senior Center and to dispose of the contents therein for safety reason.

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 declared the motion carried and the order adopted.

THIS, the 7th day of October 2002.

\* \* \*

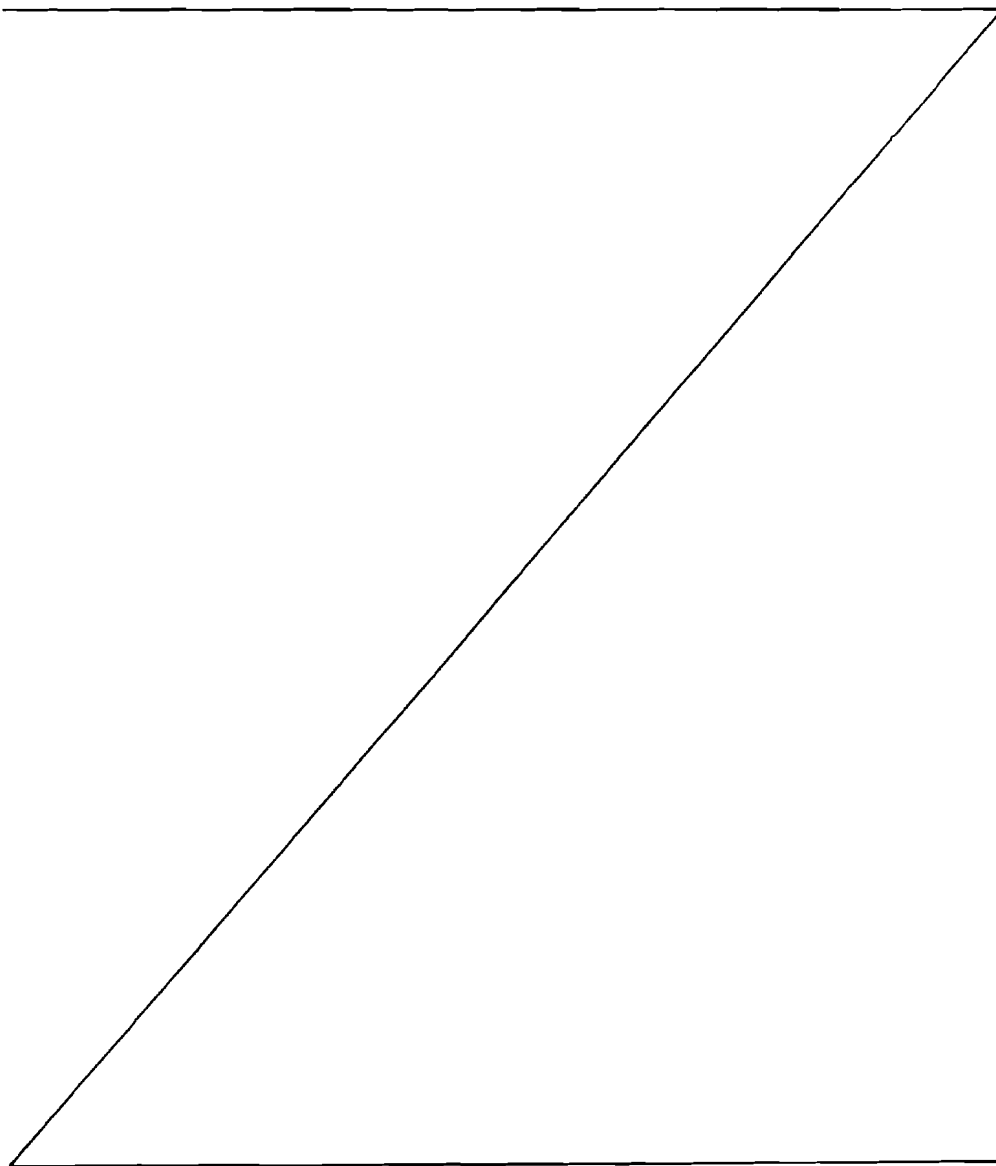
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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF AND SPREADING UPON THE MINUTES  
THE DECLARATORY JUDGMENT FOR CAUSE NO. 02-01559 STYLED HARRISON  
COUNTY BOARD OF SUPERVISORS, ON BEHALF OF HARRISON COUNTY, MISSISSIPPI  
V. AND ANY AND ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN  
THE FOLLOWING PROPERTY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY ACKNOWLEDGE receipt of and spread upon the Minute of the Board the declaratory judgment for Cause No. 02-01559 styled *Harrison County Board of Supervisors, on behalf of Harrison County, Mississippi v. and Any and All Persons having or claiming to have any interest in the following property*, same being as follows:



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT

HARRISON COUNTY BOARD OF SUPERVISORS,  
ON BEHALF OF HARRISON COUNTY, MISSISSIPPI

PETITIONER

VERSUS

CAUSE NO. 02-01559

AND ANY AND ALL PERSONS HAVING  
OR CLAIMING TO HAVE ANY INTEREST  
IN THE FOLLOWING PROPERTY

RESPONDENTS

**DECLARATORY JUDGMENT**

SEGMENT NO. 1

Approximately 142 LF of wooden boardwalk overhanging the existing seawall with its east end located approximately 790 feet western of the projected centerline of Fort Henry Avenue and its east end located approximately 648 feet western of the projected centerline of Fort Henry Avenue, also described as being right of Mississippi Department of Transportation Sta. 18+70 approximately to Sta. 20+05 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 2

Approximately 452 LF of wooden board walk overhanging the existing seawall with its west end located approximately 10 feet eastern of the projected centerline of Lady Mary Avenue and its east end located approximately 180 feet eastern of the projected centerline of Boisdore Avenue, also described as being right of Mississippi Department of Transportation Sta. 37+60 approximately to Sta. 42+12 of the east bound land of U.S. Highway 90 in Pass Christian, Mississippi.

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## SEGMENT NO. 3

Approximately 300 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 150 feet eastern of the projected centerline of Henderson Avenue and its east end located approximately 150 feet eastern of the projected centerline of Henderson Avenue, also described as being right of Mississippi Department of Transportation Sta. 115+00 approximately to Sta. 118+00 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

## SEGMENT NO. 4

Approximately 375 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 40 feet western of the projected centerline of Church Avenue and its east end located approximately 335 feet eastern of the projected centerline of Church Avenue, also described as being right of Mississippi Department of Transportation Sta. 122+73 approximately to Sta. 126+48 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

## SEGMENT NO. 5

Approximately 475 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 429 feet eastern of the projected centerline of Market Street and its east end located approximately 904 feet eastern of the projected centerline of Market Street also described as being right of Mississippi Department of Transportation Sta. 151+84 approximately to Sta. 156+59 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

## SEGMENT NO. 6

Approximately 510 lf of wooden boardwalk overhanging the existing seawall with its west end located approximately 167 feet western of the projected centerline of Seal Avenue and its east end located approximately 345 feet eastern of the projected centerline of Seal Avenue, also described as being right of Mississippi Department of Transportation Sta. 179+76



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approximately to Sta. 184+86 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 7

Approximately 429 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 729 feet eastern of the projected centerline of Seal Avenue and its east end located approximately 1,158 feet eastern of the projected centerline of Seal Avenue, also described as being right of Mississippi Department of Transportation Sta. 188+58 approximately to Sta. 192+87 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 8

Approximately 228 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 64 feet western of the projected centerline of Courtenay Avenue and its east end located approximately 166 feet eastern of the projected centerline of Courtenay Avenue, also described as being right of Mississippi Department of Transportation Sta. 208+63 approximately to Sta. 210+91 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 9

Approximately 402 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 418 feet eastern of the projected centerline of Courtenay Avenue and its east end located approximately 820 feet eastern of the projected centerline of Courtenay Avenue, also described as being right of Mississippi Department of Transportation Sta. 213+44 approximately to Sta. 217+46 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 10

Approximately 292 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 160 feet western of the projected centerline of Menge Avenue and its east end located approximately

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132 feet eastern of the projected centerline of Menge Avenue, also described as being right of Mississippi Department of Transportation Sta. 243+65 approximately to Sta. 256+57 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 11

Approximately 695 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 44 feet eastern of the projected centerline of Espy Avenue and its east end located approximately 739 feet eastern of the projected centerline of Espy Avenue, also described as being right of Mississippi Department of Transportation Sta. 293+14 approximately to Sta. 300+09 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 12

Approximately 385 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 21 feet western of the projected centerline of Shadow Lawn Avenue and its east end located approximately 142 feet eastern of the projected centerline of Lease Tern Drive, also described as being right of Mississippi Department of Transportation Sta. 307+74 approximately to Sta. 311+59 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 13

Approximately 292 LF wooden boardwalk overhanging the existing seawall with its west end located approximately 36 feet eastern of the projected centerline of Kittiwake Drive and its east end located approximately 328 feet eastern of the projected centerline of Kittiwake Drive, also described as being right of Mississippi Department of Transportation St. 314+61 approximately to Sta. 317+53 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

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- SEGMENT NO. 14      Approximately 633 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 523 feet western of the projected centerline of Emerald Drive and its east end located approximately 109 feet eastern of the projected centerline of Emerald Drive, also described as being right of Mississippi Department of Transportation Sta. 319+53 approximately to Sta. 325+86 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.
- SEGMENT NO. 15      Approximately 813 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 669 feet western of the projected centerline of Hayden Avenue and its east end located approximately 168 feet eastern of the projected centerline of Hayden Avenue, also described as being right of Mississippi Department of Transportation Sta. 330+98 approximately to Sta. 339+11 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.
- SEGMENT NO. 16      Approximately 222 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 89 feet western of the projected centerline of Holiday Drive and its east end located approximately 133 feet eastern of the projected centerline of Hayden Avenue, also described as being right of Mississippi Department of Transportation Sta. 346+46 approximately to Sta. 348+65 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.
- SEGMENT NO. 17      Approximately 265 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 73 feet eastern of the projected centerline of Seashore Avenue and its east end located approximately 30 feet western of the projected centerline of Buena Vista Drive, also described as being right of Mississippi Department of Transportation Sta. 391+97

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approximately to Sta. 394+62 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.

SEGMENT NO. 18

Approximately 450 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 445 feet western of the projected centerline of Shelter Rock Drive and its east end located approximately 1 foot eastern of the projected centerline of Shelter Rock Drive, also described as being right of Mississippi Department of Transportation Sta. 446+91 approximately to Sta. 451+44 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.

SEGMENT NO. 19

Approximately 611 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 78 feet eastern of the projected centerline of Girard Avenue and its east end connected to an existing boardwalk located approximately 379 feet eastern of the projected center line of Russell Avenue also described as being right of Mississippi Department of Transportation Sta. 459+24 approximately to Sta. 465+35 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.

SEGMENT NO. 20

Approximately 145 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 185 feet western of the projected centerline of Jeff Davis Avenue and its east end located approximately 51 feet western of the projected centerline of Jeff Davis Avenue, also described as being right of Mississippi Department of Transportation Sta. 479+37 approximately to Sta. 480+82 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.

SEGMENT NO. 21

Approximately 440 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 86 feet western of the projected centerline of

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Douglas Avenue and its east end located approximately 21 feet eastern of the projected centerline of Gulf View Avenue, also described as being right of Mississippi Department of Transportation Sta. 502+47 approximately to Sta. 506+77 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.

SEGMENT NO. 22

Approximately 585 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 385 feet western of the projected centerline of Beach Park Drive and its east end located approximately 198 feet eastern of the projected centerline of Beach Park Drive, also described as being right of Mississippi Department of Transportation Sta. 526+17 approximately to Sta. 532+02 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.

SEGMENT NO. 23

Approximately 247 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 66 feet western of the projected centerline of Richards Avenue and its east end located approximately 181 feet eastern of the projected centerline of Richards Avenue, also described as being right of Mississippi Department of Transportation Sta. 545+32 approximately to Sta. 547+79 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.

SEGMENT NO. 24

Approximately 524 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 139 feet eastern of the projected centerline of Thornton Avenue and its east end located approximately 663 feet eastern of the projected centerline of Thornton Avenue, also described as being right of Mississippi Department of Transportation Sta. 723+05 approximately to Sta. 728+29 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.

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- SEGMENT NO. 25      Approximately 202 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 59 feet western of the projected centerline of Hills Place and its east end located approximately 144 feet eastern of the projected centerline of Hills Place, also described as being right of Mississippi Department of Transportation Sta. 733+87 approximately to Sta. 735+89 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.
- SEGMENT NO. 26      Approximately 333 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 75 feet eastern of the projected centerline of Kelly Avenue and its east end located approximately 408 feet eastern of the projected centerline of Kelly Avenue, also described as being right of Mississippi Department of Transportation Sta. 743+00 approximately to Sta. 746+33 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.
- SEGMENT NO. 27      Approximately 242 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 254 feet eastern of the projected centerline of Evans Avenue and its east end located approximately 331 feet western of the projected centerline of Gulf Avenue, also described as being right of Mississippi Department of Transportation Sta. 759+99 approximately to Sta. 761+99 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.
- SEGMENT NO. 28      Approximately 195 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 91 feet western of the projected centerline of Hewes Avenue and its east end located approximately 104 feet eastern of the projected centerline of Hewes Avenue, also described as being right of Mississippi

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- SEGMENT NO. 29      Approximately 228 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 398 feet western of the projected centerline of Oak Drive and its east end located approximately 170 feet western of the projected centerline of Oak Drive, also described as being right of Mississippi Department of Transportation Sta. 791+25 approximately to Sta. 793+53 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.
- SEGMENT NO. 30      Approximately 913 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 466 feet eastern of the projected centerline of Oak Drive and its east end located approximately 1379 feet eastern of the projected centerline of Oak Drive, also described as being right of Mississippi Department of Transportation Sta. 799+70 approximately to Sta. 808+74 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.
- SEGMENT NO. 31      Approximately 1083 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 772 feet western of the projected centerline of Arkansas Street and its east end located approximately 312 feet eastern of the projected centerline of Arkansas Street, also described as being right of Mississippi Department of Transportation Sta. 813+37 approximately to Sta. 824+20 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.
- SEGMENT NO. 32      Approximately 136 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 164 feet western of the projected centerline of Courthouse Road and its east end located approximately 23 feet western of the projected centerline of Courthouse Road, also described as being right of Mississippi Department of Transportation Sta. 832+23

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approximately to Sta. 833+59 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 33

Approximately 1167 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 277 feet western of the projected centerline of Markham Drive and its east end located approximately 411 feet western of the projected centerline of Oleander Drive, also described as being right of Mississippi Department of Transportation Sta. 863+88 approximately to Sta. 875+55 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 34

Approximately 121 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 22 feet western of the projected centerline of Oleander Drive and its east end located approximately 203 feet western of the projected centerline of Cedar Drive, also described as being right of Mississippi Department of Transportation Sta. 879+36 approximately to Sta. 880+57 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 35

Approximately 220 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 100 feet eastern of the projected centerline of Cedar Drive and its east end located approximately 320 feet eastern of the projected centerline of Cedar Drive, also described as being right of Mississippi Department of Transportation Sta. 883+55 approximately to Sta. 885+75 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 36

Approximately 340 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 875 feet western of the projected centerline of Allan Drive and its east end located



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approximately 535 feet western of the projected centerline of Allan Drive, also described as being right of Mississippi Department of Transportation Sta. 899+78 approximately to Sta. 903+18 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 37

Approximately 181 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 1542 feet eastern of the projected centerline of Anniston Avenue and its east end located approximately 592 feet western of the projected centerline of Southern Circle, also described as being right of Mississippi Department of Transportation Sta. 932+60 approximately to Sta. 934+41 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 38

Approximately 350 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 162 feet western of the projected centerline of Southern Circle and its east end located approximately 186 feet eastern of the projected centerline of Southern Circle, also described as being right of Mississippi Department of Transportation Sta. 938+73 approximately to Sta. 942+23 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 39

Approximately 2026 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 206 feet western of the projected centerline of Mockingbird Lane and its east end located approximately 140 feet western of the projected centerline of Debuys Road, also described as being right of Mississippi Department of Transportation Sta. 952+00 approximately to Sta. 972+26 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

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SEGMENT NO. 40

Approximately 2626 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 31 feet eastern of the projected centerline of Beauvoir Avenue and its east end located approximately 886 feet eastern of the projected centerline of Brady Street, also described as being right of Mississippi Department of Transportation Sta. 1064+86 approximately to Sta. 1091+12 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 41

Approximately 226 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 32 feet western of the projected centerline of St. Peter Street and its east end located approximately 194 feet eastern of the projected centerline of St. Peter Street, also described as being right of Mississippi Department of Transportation Sta. 1214+56 approximately to Sta. 1216+82 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 42

Approximately 175 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 92 feet western of the projected centerline of St. Paul Street and its east end located approximately 85 feet eastern of the projected centerline of St. Paul Street, also described as being right of Mississippi Department of Transportation Sta. 1243+70 approximately to Sta. 1245+45 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 43

Approximately 172 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 62 feet western of the projected centerline of Cauldwell Avenue and its east end located approximately 109 feet eastern of the projected centerline of Cauldwell Avenue, also described as being right of Mississippi Department of Transportation Sta. 1266+71

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approximately to Sta. 1268+43 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 44

Approximately 604 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 646 feet eastern of the projected centerline of Cauldwell Avenue and its east end located approximately 153 feet western of the projected centerline of Azalea Drive, also described as being right of Mississippi Department of Transportation Sta. 1273+75 approximately to Sta. 1279+79 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 45

Approximately 1410 LF of wooden pier with its west end located approximately 382 feet eastern of the projected centerline of Suter Place and its east end located approximately 1382 feet eastern of the projected centerline of Suter Place, running approximately parallel and approximately 25 feet off the outer edge of the outer lane of the I-110 Loop, also described as being right of Mississippi Department of Transportation Sta. 1303+86 approximately to Sta. 1314+50 of the east bound lane of U.S. Highway 90 in Biloxi, Mississippi.

SEGMENT NO. 46

Approximately 45 LF of wooden boardwalk overhanging the seawall with its west end located approximately 182 feet western of the projected centerline of Porter Avenue and its eastern connecting to an existing boardwalk located 137 feet western of the projected centerline of Porter Avenue, also described as being right of Mississippi Department of Transportation Sta. 1288+16 approximately to Sta. 1289+96 of the east bound lane of U.S.

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DECLARATORY JUDGMENT

THIS CAUSE came on to be heard on September 19, 2002 upon the Amended Petition for Declaratory Judgment on Phase II of the Boardwalk Project filed by the Harrison County Board of Supervisors on behalf of Harrison County, MS. The Petition for Declaratory Judgment named any and all interested persons having any legal or equitable interest in Phase II of the Harrison County Boardwalk Pedestrian Pathway. All persons owning real property due north of U.S. Highway 90, referred to herein as "upland owners", were served with a copy of the Amended Petition for Declaratory Judgment, a Summons and Fiat giving notice of the court hearing scheduled September 19, 2002. The Petition for Declaratory Judgment informed the upland owners about Phase II of the Harrison County Boardwalk/Pedestrian Pathway denoted as Phase II, which is to be constructed adjacent to the existing seawall, in the seawall easement, and south of U.S. Highway 90. The specific property is more particularly described in 46 segments as follows:

SEGMENT NO. 1	Approximately 142 LF of wooden boardwalk overhanging the existing seawall with its east end located approximately 790 feet western of the projected centerline of Fort Henry Avenue and its east end located approximately 648 feet western of the projected centerline of Fort Henry Avenue, also described as being right of Mississippi Department of Transportation Sta. 18+70
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approximately to Sta. 20+05 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 2

Approximately 452 LF of wooden board walk overhanging the existing seawall with its west end located approximately 10 feet eastern of the projected centerline of Lady Mary Avenue and its east end located approximately 180 feet eastern of the projected centerline of Boisdore Avenue, also described as being right of Mississippi Department of Transportation Sta. 37+60 approximately to Sta. 42+12 of the east bound land of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 3

Approximately 300 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 150 feet eastern of the projected centerline of Henderson Avenue and its east end located approximately 150 feet eastern of the projected centerline of Henderson Avenue, also described as being right of Mississippi Department of Transportation Sta. 115+00 approximately to Sta. 118+00 of the east bound land of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 4

Approximately 375 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 40 feet western of the projected centerline of Church Avenue and its east end located approximately 335 feet eastern of the projected centerline of Church Avenue, also described as being right of Mississippi Department of Transportation Sta. 122+73 approximately to Sta. 126+48 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 5

Approximately 475 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 429 feet eastern of the projected centerline of Market Street and its east end located

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approximately 904 feet eastern of the projected centerline of Market Street also described as being right of Mississippi Department of Transportation Sta. 151+84 approximately to Sta. 156+59 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 6

Approximately 510 lf of wooden boardwalk overhanging the existing seawall with its west end located approximately 167 feet western of the projected centerline of Seal Avenue and its east end located approximately 345 feet eastern of the projected centerline of Seal Avenue, also described as being right of Mississippi Department of Transportation Sta. 179+76 approximately to Sta. 184+86 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 7

Approximately 429 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 729 feet eastern of the projected centerline of Seal Avenue and its east end located approximately 1,158 feet eastern of the projected centerline of Seal Avenue, also described as being right of Mississippi Department of Transportation Sta. 188+58 approximately to Sta. 192+87 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 8

Approximately 228 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 64 feet western of the projected centerline of Courtenay Avenue and its east end located approximately 166 feet eastern of the projected centerline of Courtenay Avenue, also described as being right of Mississippi Department of Transportation Sta. 208+63 approximately to Sta. 210+91 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

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- SEGMENT NO. 9      Approximately 402 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 418 feet eastern of the projected centerline of Courtenay Avenue and its east end located approximately 820 feet eastern of the projected centerline of Courtenay Avenue, also described as being right of Mississippi Department of Transportation Sta. 213+44 approximately to Sta. 217+46 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.
- SEGMENT NO. 10     Approximately 292 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 160 feet western of the projected centerline of Menge Avenue and its east end located approximately 132 feet eastern of the projected centerline of Menge Avenue, also described as being right of Mississippi Department of Transportation Sta. 243+65 approximately to Sta. 256+57 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.
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approximately to Sta. 311+59 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 13

Approximately 292 LF wooden boardwalk overhanging the existing seawall with its west end located approximately 36 feet eastern of the projected centerline of Kittiwake Drive and its east end located approximately 328 feet eastern of the projected centerline of Kittiwake Drive, also described as being right of Mississippi Department of Transportation St. 314+61 approximately to Sta. 317+53 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

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Approximately 633 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 523 feet western of the projected centerline of Emerald Drive and its east end located approximately 109 feet eastern of the projected centerline of Emerald Drive, also described as being right of Mississippi Department of Transportation Sta. 319+53 approximately to Sta. 325+86 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

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Approximately 813 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 669 feet western of the projected centerline of Hayden Avenue and its east end located approximately 168 feet eastern of the projected centerline of Hayden Avenue, also described as being right of Mississippi Department of Transportation Sta. 330+98 approximately to Sta. 339+11 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

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Approximately 222 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 89 feet western of the projected centerline of Holiday Drive and its east end located



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approximately 133 feet eastern of the projected centerline of Hayden Avenue, also described as being right of Mississippi Department of Transportation Sta. 346+46 approximately to Sta. 348+65 of the east bound lane of U.S. Highway 90 in Pass Christian, Mississippi.

SEGMENT NO. 17

Approximately 265 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 73 feet eastern of the projected centerline of Seashore Avenue and its east end located approximately 30 feet western of the projected centerline of Buena Vista Drive, also described as being right of Mississippi Department of Transportation Sta. 391+97 approximately to Sta. 394+62 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.

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SEGMENT NO. 19

Approximately 611 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 78 feet eastern of the projected centerline of Girard Avenue and its east end connected to an existing boardwalk located approximately 379 feet eastern of the projected center line of Russell Avenue also described as being right of Mississippi Department of Transportation Sta. 459+24 approximately to Sta. 465+35 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.

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- SEGMENT NO. 20      Approximately 145 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 185 feet western of the projected centerline of Jeff Davis Avenue and its east end located approximately 51 feet western of the projected centerline of Jeff Davis Avenue, also described as being right of Mississippi Department of Transportation Sta. 479+37 approximately to Sta. 480+82 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.
- SEGMENT NO. 21      Approximately 440 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 86 feet western of the projected centerline of Douglas Avenue and its east end located approximately 21 feet eastern of the projected centerline of Gulf View Avenue, also described as being right of Mississippi Department of Transportation Sta. 502+47 approximately to Sta. 506+77 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.
- SEGMENT NO. 22      Approximately 585 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 385 feet western of the projected centerline of Beach Park Drive and its east end located approximately 198 feet eastern of the projected centerline of Beach Park Drive, also described as being right of Mississippi Department of Transportation Sta. 526+17 approximately to Sta. 532+02 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.
- SEGMENT NO. 23      Approximately 247 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 66 feet western of the projected centerline of Richards Avenue and its east end located approximately 181 feet eastern of the projected centerline of Richards Avenue, also described as being right of Mississippi Department of Transportation Sta. 545+32

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- approximately to Sta. 547+79 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.
- SEGMENT NO. 24      Approximately 524 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 139 feet eastern of the projected centerline of Thornton Avenue and its east end located approximately 663 feet eastern of the projected centerline of Thornton Avenue, also described as being right of Mississippi Department of Transportation Sta. 723+05 approximately to Sta. 728+29 of the east bound lane of U.S. Highway 90 in Long Beach, Mississippi.
- SEGMENT NO. 25      Approximately 202 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 59 feet western of the projected centerline of Hills Place and its east end located approximately 144 feet eastern of the projected centerline of Hills Place, also described as being right of Mississippi Department of Transportation Sta. 733+87 approximately to Sta. 735+89 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.
- SEGMENT NO. 26      Approximately 333 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 75 feet eastern of the projected centerline of Kelly Avenue and its east end located approximately 408 feet eastern of the projected centerline of Kelly Avenue, also described as being right of Mississippi Department of Transportation Sta. 743+00 approximately to Sta. 746+33 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.
- SEGMENT NO. 27      Approximately 242 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 254 feet eastern of the projected centerline of Evans Avenue and its east end located

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approximately 331 feet western of the projected centerline of Gulf Avenue, also described as being right of Mississippi Department of Transportation Sta. 759+99 approximately to Sta. 761+99 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 28

Approximately 195 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 91 feet western of the projected centerline of Hewes Avenue and its east end located approximately 104 feet eastern of the projected centerline of Hewes Avenue, also described as being right of Mississippi

SEGMENT NO. 29

Approximately 228 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 398 feet western of the projected centerline of Oak Drive and its east end located approximately 170 feet western of the projected centerline of Oak Drive, also described as being right of Mississippi Department of Transportation Sta. 791+25 approximately to Sta. 793+53 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 30

Approximately 913 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 466 feet eastern of the projected centerline of Oak Drive and its east end located approximately 1379 feet eastern of the projected centerline of Oak Drive, also described as being right of Mississippi Department of Transportation Sta. 799+70 approximately to Sta. 808+74 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 31

Approximately 1083 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 772 feet western of the projected centerline of Arkansas Street and its east end located

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approximately 312 feet eastern of the projected centerline of Arkansas Street, also described as being right of Mississippi Department of Transportation Sta. 813+37 approximately to Sta. 824+20 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 32

Approximately 136 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 164 feet western of the projected centerline of Courthouse Road and its east end located approximately 23 feet western of the projected centerline of Courthouse Road, also described as being right of Mississippi Department of Transportation Sta. 832+23 approximately to Sta. 833+59 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 33

Approximately 1167 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 277 feet western of the projected centerline of Markham Drive and its east end located approximately 411 feet western of the projected centerline of Oleander Drive, also described as being right of Mississippi Department of Transportation Sta. 863+88 approximately to Sta. 875+55 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 34

Approximately 121 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 22 feet western of the projected centerline of Oleander Drive and its east end located approximately 203 feet western of the projected centerline of Cedar Drive, also described as being right of Mississippi Department of Transportation Sta. 879+36 approximately to Sta. 880+57 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

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- SEGMENT NO. 35      Approximately 220 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 100 feet eastern of the projected centerline of Cedar Drive and its east end located approximately 320 feet eastern of the projected centerline of Cedar Drive, also described as being right of Mississippi Department of Transportation Sta. 883+55 approximately to Sta. 885+75 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.
- SEGMENT NO. 36      Approximately 340 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 875 feet western of the projected centerline of Allan Drive and its east end located approximately 535 feet western of the projected centerline of Allan Drive, also described as being right of Mississippi Department of Transportation Sta. 899+78 approximately to Sta. 903+18 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.
- SEGMENT NO. 37      Approximately 181 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 1542 feet eastern of the projected centerline of Anniston Avenue and its east end located approximately 592 feet western of the projected centerline of Southern Circle, also described as being right of Mississippi Department of Transportation Sta. 932+60 approximately to Sta. 934+41 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.
- SEGMENT NO. 38      Approximately 350 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 162 feet western of the projected centerline of Southern Circle and its east end located approximately 186 feet eastern of the projected centerline of Southern Circle, also described as being right of Mississippi Department of Transportation Sta. 938+73

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approximately to Sta. 942+23 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 39

Approximately 2026 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 206 feet western of the projected centerline of Mockingbird Lane and its east end located approximately 140 feet western of the projected centerline of Debuys Road, also described as being right of Mississippi Department of Transportation Sta. 952+00 approximately to Sta. 972+26 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 40

Approximately 2626 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 31 feet eastern of the projected centerline of Beauvoir Avenue and its east end located approximately 886 feet eastern of the projected centerline of Brady Street, also described as being right of Mississippi Department of Transportation Sta. 1064+86 approximately to Sta. 1091+12 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 41

Approximately 226 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 32 feet western of the projected centerline of St. Peter Street and its east end located approximately 194 feet eastern of the projected centerline of St. Peter Street, also described as being right of Mississippi Department of Transportation Sta. 1214+56 approximately to Sta. 1216+82 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 42

Approximately 175 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 92 feet western of the projected centerline of St. Paul Street and its east end located

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approximately 85 feet eastern of the projected centerline of St. Paul Street, also described as being right of Mississippi Department of Transportation Sta. 1243+70 approximately to Sta. 1245+45 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 43

Approximately 172 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 62 feet western of the projected centerline of Cauldwell Avenue and its east end located approximately 109 feet eastern of the projected centerline of Cauldwell Avenue, also described as being right of Mississippi Department of Transportation Sta. 1266+71 approximately to Sta. 1268+43 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 44

Approximately 604 LF of wooden boardwalk overhanging the existing seawall with its west end located approximately 646 feet eastern of the projected centerline of Cauldwell Avenue and its east end located approximately 153 feet western of the projected centerline of Azalea Drive, also described as being right of Mississippi Department of Transportation Sta. 1273+75 approximately to Sta. 1279+79 of the east bound lane of U.S. Highway 90 in Gulfport, Mississippi.

SEGMENT NO. 45

Approximately 1410 LF of wooden pier with its west end located approximately 382 feet eastern of the projected centerline of Suter Place and its east end located approximately 1382 feet eastern of the projected centerline of Suter Place, running approximately parallel and approximately 25 feet off the outer edge of the outer lane of the I-110 Loop, also described as being right of Mississippi Department of Transportation Sta. 1303+86 approximately to Sta. 1314+50 of the east bound lane of U.S. Highway 90 in Biloxi, Mississippi.



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SEGMENT NO. 46      Approximately 45 LF of wooden boardwalk overhanging the seawall with its west end located approximately 182 feet western of the projected centerline of Porter Avenue and its eastern connecting to an existing boardwalk located 137 feet western of the projected centerline of Porter Avenue, also described as being right of Mississippi Department of Transportation Sta. 1288+16 approximately to Sta. 1289+96 of the east bound lane of U.S.

And, The Following Known Interested Parties:

Palazzo      001  
 Anthony J. & Lynne G.  
 P.O. Box 728  
 Bogalusa, LA 70429-0728

Hibernia National Bank      002  
 P.O. Box 481  
 Baton Rouge, LA 70821

City of Pass Christian      003  
 309 N Wash Ave  
 Eldorado, AR 71730

Shadows of The Gulf Subd      004  
 P.O. Box 691  
 Gulfport, MS 39502-0691

Yost,      005  
 William Frank MD PA  
 4241 S. Fletcher Ave  
 Fernandina, FL 32034

Riggio,      006  
 Thomas I & Brenda C  
 7218 Hattie St.  
 Arabi, LA 70032

Viger,      007  
 George W & Jane S  
 151502 N Lake George Dr  
 Mishawaka, IN 46545

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Draper, Keith J & Elnor L 1635 2nd St. Gulfport, MS 39501	008
Crowder, Rosemary Fisher 1633 Carriage Lane Harvey, LA 70058	009
Politz, John J & Jan 100 Shadowland Dr Pass Christian, MS 39571	010
Canzoneri, Terry S & Rayelynn F 39 100 Shadowlawn Pass Christian, MS 39571	011
Walker, Margaret (Peggy) L 106 Brice Dr Carencro, LA 70520	012
Iles, Phyllis 412 West University, Suite 101 Lafayette, LA 70506	013
Lensing, C Martin Jr & Donna B 11898 N Oak Hills Pky Baton Rouge, LA 7081	014
White, Mildred C 1720 Mcveay Ln Gautier, MS 39553	015
Overton, Teddy J & Susan D 101 Shadowlawn Dr F-33 Pass Christian, MS 39571	016

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Nelson, Susan 930 E Primrose Unit D-4 Springfield, MO 65613	017
Herrman, Glen E & Sheri D 1538 15th St. Barron, WI 54812	018
Fairbank, Robert E Jr 101 Shadowlawn Dr. Apt. E32 Pass Christian, MS 39571	019
Daly, William J Et Al 7111 St. Charles Ave New Orleans, LA 70118	020
Martin, Alice Austin 105 San Souci Ave Ocean Springs, MS 39564	021
Pizzetta, Kenneth Edward & Judith 1411 E Beach Blvd Pass Christian, MS 39571	022
Restructure Partners LLC 205 S Hoover Blvd Suite 101 Tampa, FL 33609	023
Roettele, Edward T & Hue L Hwy 90 & Emerald Dr Pass Christian 39571	024
Brakebill, James H Mary L 1453 E Beach Blvd #201 Pass Christian, MS 39571	025
Gold Coast Title Co Inc 1720 22nd Ave Gulfport, MS 39501	026

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Hanks, 027  
Nelson L & Kathy B  
1313 E Beach Blvd  
Pass Christian, MS 39574

Witt, 028  
Michael J & Cynthia M  
1307 E Beach Blvd  
Pass Christian, MS

Reeves, 029  
Earl P & Joy C  
1305 E Beach Blvd  
Pass Christian, MS 39571

Shraberg, 030  
William L  
1303 E Beach Blvd  
Pass Christian, MS 39571

Hailey, 031  
James W Jr  
1335 Henry Clay Ave  
New Orleans, LA 70118

Brennan, 032  
Merrye Lynn  
151 Least Tern Dr  
Pass Christian, MS 39571

McGee, 033  
John M & Janice A  
147 Least Tern  
Pass Christian, MS 39571

Landry, 034  
Vann & Keiko  
106 Coventry St  
LaFayette, LA 70506

Bayliss, 035  
Beverly Ann  
143 Least Tern Dr  
Pass Christian, MS 39571

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Bruce, Robert & Sara C 141 Least Tern Drive Pass Christian, MS 39571	036
Williams, Robert L & Nancy Y 33070 Lake Rd Avon Lake, OH 44012	037
Bratton, Mary Simpson 138 Least Tern Dr Pass Christian, MS 39571	038
Bell, Dunbar M & Margie C 136 Least Tern Dr Pass Christian, MS 39571	039
Auxier Investments P.O. Box 215 Hanover, IN 47243	040
Haas, Adam J & Sharon S 132 Least Tern Dr Pass Christian, MS 39571	041
Bouleige, Linda Dauro 4120 Mineral Dr Colorado Springs, CO 80904	042
Arey, William H & Jenny D 6956 Wethersfield Rd Columbus, GA 31904	043
Johnson, Joseph H & Lorraine Lark 100 Kittiwake RD Pass Christian, MS 39571	044
Labrack, John & Ruby 140 Kittiwake Rd Pass Christian, MS 39571	045

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Auxier, Maurice & Kendra P.O. Box 215 Hanover, IN 47243	046
Trimmer, Norma J 180 Kittiwake Rd Pass Christian, MS 39571	047
Kludac, Mary Beth 200 Kittiwake Rd Pass Christian, MS 39571	048
Wohlert, Catherine B 220 Kittiwake Rd Pass Christian, MS 39571	049
Gulfcoast Industries Inc. c/o Dan Mortimer 23026 Woodland Way Pass Christian, MS 39571	050
Myers, Joseph F & Jo Ann 1453 E Beach Blvd # 203 Pass Christian, MS 39571	051
Boteler, Linda Johnston & Dawn T c/o Tammy 1700 Lapalco Blvd Harvey, LA 70058	052
Cefalu, Frances J & Connie H 61241 Holden Ln Amite, LA 70422	053
Spitznagel, Jeanette Etal 13645 Mason Oaks Ln St. Louis, MO 63131	054

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Daigle, John B & Lucille L 104 Richland Ave LaFayette, LA 70508	055
Higginbotham, J Michael & Carol Q 1 Waverly Walk Hattisburg, MS 39402	056
Brasher, Harold & Kay P.O.Box 391 Southaven, MS 38671	057
Ussery, Gene L Jr & Elizabeth D 1453 East Beach Blvd Unit 211 Pass Christian, MS 39571	058
Montgomery, James B L/E 1453 E Beach Blvd #212 Pass Christian, MS 39571	059
Berger, Raymond C Jr & Debra D 1453 E Beach Blvd Unit 213 Pass Christian, MS 39571	060
Medley, Dale E 1453 E Beach Blvd # 214 Pass Christian, MS 39571	061
Powell, Joseph W & Nancy E 1453 East Beach Blvd #215 Pass Christian, MS 39571	062
Gray, Jacob R & Doris P 138 Moonraker Dr Slidell, LA 70458	063

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Carboni, Shava J Jr & Kathleen O 3711 Red Cypress Dr New Orleans, LA 70131	064
Gasper, Alton J & Consuella P 5406 Hampshire Dr Minneapolis, MN 55419	065
Norcross, Elaine H 1453 E Beach Blvd # 219 Pass Christian, MS 39571 4802	066
Romaire, Richard L Sr & Marian F 1019 1st St Morgan City, LA 70380	067
Cox, Steven A 1453 E Beach Blvd Pass Christian, MS 39571	068
Mitchell, Glenn E 212 Avalon Cir Brandon, MS 39042	069
Bergeron, Wallace J & Rose M 1453 E Beach Blvd Unit 223 Pass Christian, MS 39571	070
Allen, Willie L Sr Trustee 515 Foggy River Rd Hollister, MO 65672	071
Vaghini, John R 65 Osgood Rd Sterling, MA 01564 2002	072



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Hattaway, 073  
Ernest R & Audrey D  
1453 E Beach Blvd # 302  
Pass Christian, MS 39571

Morreale, 074  
Cary Paul  
1453 E Beach Blvd Unit 303  
Pass Christian, MS 39571

Schwartzman, 075  
Melvin I & Jane M  
1750 St. Charles Ave Apt 211  
New Orleans, LA 70130 6700

Turfler, 076  
Ronald J & Joan L  
1453 E Beach Blvd #305  
Pass Christian, MS 39571

Camp, 077  
William G & Janice P  
1453 E Beach Blvd unit 306  
Pass Christian, MS 39571

Bergin, 078  
Kathyln1453 E Beach Blvd # 307  
Pass Christian, MS 39571

Excalibur Inc. 079  
907 Delaware Ave suite 1  
McComb, MS 39648

Mazurek, 080  
Lenny M  
11275 57th Ave N  
Minneapolis, MN 55442

Stephens, 081  
James P & Donna J  
1453 E Beach Blvd # 311  
Pass Christian, MS 39571

Vaughn, 082  
Thoms E & Debra M  
24343 Oaklawn Plantation  
Pass Christian, MS 39571

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Emmons, Daniel L & Nancy S 1453 E Beach Blvd #314 Pass Christian, MS 39571	084
Beesley, Christine 205 Place Duvert Mandeville, LA 70471	085
McDaniel, Paul 121 Bedford Rd Hattisburg, MS 39402	086
Blanchard, Susan A & Kalik Lee 2459 Ashbury Pl Mobile, AL 36693	087
Finley, James W Trustee 675 Towle Way Palo Alto, CA 94306	088
Arey, Kathleen E 6956 Wethersfield Road Columbus, GA 31904	089
Cunningham, Clifton J & Olva E 1453 E Beach Blvd #320 Pass Christian, MS 39571	090
Gambino, Joseph C & Jessica L 1453 E Beach Blvd # 321 Pass Christian, MS 39571	091

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Swank, 092  
Robert & Vera J  
1453 E Beach Blvd #322  
Pass Christian, MS 39571

Carr, 093  
Delbert W & Betty L  
1453 E Beach Blvd # 323  
Pass Christian, MS 39571

Mortimer, 094  
Daniel J  
P.O. Box 533  
Pass Christian, MS 39571

Jackson, 095  
Chatwin M III  
c/o P.O. Box 585  
Bay St. Louis, MS 39520

Schneider, 096  
Drury R  
1034 W Beach Blvd  
Pass Christian, MS 39571

Lady Mary LLC 097  
111 E Scenic Dr  
Pass Christian, MS 39571

LEC Properties Inc ET AL 098  
P.O. Box 1260  
Ridgeland, MS 39158

Ascension Resorts Ltd 099  
c/o Adval Services Inc  
P.O. Box 835665  
Richardson, TX 75083 5665

Cook, 100  
Wendell H Sr  
1829 43rd St  
Meridian, MS 39305

Balis, 101  
David H & WF  
120 Waters Edge Dr  
Ocean Springs, MS 39564

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3900 Metairie Hgts  
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President Broadwater Hotel -Lessee- P.O. Box 543185 Dallas, TX 75354 3185	359
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Bolton, Carolyn M 113 Wisteria Ln Ocean Springs, MS 39564	404
Roettele Hue Highway 90 & Emerald Drive Pass Christian, MS 39571	405

And, the Court having considered heard and considered oral argument of counsel and documentary evidence submitted at trial, does hereby grant Declaratory Judgment and find as follows:

1. That all named upland owners and all other interested

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persons having or claiming to have any legal or equitable interest in Phase II of the Harrison County Boardwalk/Pedestrian Pathway, was personally served with process, or served by certified mail, or served by publication pursuant to Rule 4, M.R.C.P.

2. This Court finds that all named parties and interested persons received a copy of the Amended Complaint for Declaratory Judgment, Summons and Fiat informing all interested persons of the September 19, 2002 court date. The Summons issued by the Chancery Court Clerk of Harrison County, MS clearly and distinctly set forth all interested persons' rights with regard to the Boardwalk/Pedestrian Pathway Project.

3. This Court finds that sufficient notice of the hearing on Amended Complaint for Declaratory Judgment was given by the Harrison County Board of Supervisors, and that all constitutional requirements of due process of law were met.

4. Harrison County, Mississippi, and the Mississippi Department of Transportation wish to construct approximately 4.07 miles of a wooden boardwalk, not to exceed twelve (12) feet in width, within the U.S. Highway 90 right of way, and within or adjacent to the existing seawall right of way beginning at segments south of Fort Henry Avenue in Pass Christian, Mississippi to Azalea Drive in Biloxi, Mississippi, designated as Phase II of the Harrison County Boardwalk/Pedestrian Pathway

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Project. Harrison County petitioned this Court for Declaratory Judgment for approval of the said project, which must be obtained in order for Harrison County to receive approximately Two Million Nine Hundred Forty-Five Thousand Nine Hundred Seventy-six (\$2,945,976.00) Dollars of federal grant money, identified as the Statewide Transportation Improvement Program (STIP).

5. Construction of the Boardwalk along U.S. Highway 90 is in furtherance of the Harrison County Sand Beach Master Plan adopted by the Harrison County Board of Supervisors. A map of Phase II of the proposed Boardwalk is attached hereto as Exhibit "A".

6. In addition to the wooden Boardwalk to be constructed on part of the existing seawall right of way, Harrison County wishes to construct a wooden pier around the I-110 loop which would connect the Boardwalk on the east and west sides of the I-110 loop. It is designated as Segment No. 45, which consists of approximately 1,410 L.F. of a wooden pier with its west end located approximately 382 feet eastern of the projected centerline of Suter Place, and its east end located approximately 1,382 ft. eastern of the projected center line of Suter Place, running approximately parallel and approximately 25 feet off the outer edge of outer land of the I-110 loop.

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7. This Court finds the pier is in furtherance of the Harrison County Sand Beach Master Plan adopted by the Harrison County Board of Supervisors. This pier is depicted in the map attached hereto as Exhibit "B".

8. This Court finds that Harrison County made a diligent search and inquiry to locate the names, street addresses and post office addresses of all upland owners and all other persons, firms or corporations claiming to have any right, title, interest, legal or equitable, in the property upon which the Boardwalk will be constructed. Harrison County hired a Planning Consultant Firm and Brown & Mitchell, Inc., Engineers and Environmental Consultants to assist with the project. The evidence in the court file and hearing of September 19, 2002 shows that all applicable State and Federal Constitutional due process rights were afforded to all upland owners, any other interested persons, and the public at large. The Court notes that 405 upland owners were identified in the Amended Complaint and approximately twenty (20) other possible upland owners were sent, by certified mail, a copy of the Amended Complaint for Declaratory Judgment, the Fiat setting the hearing for September 19, 2002, a Summons and Affidavit of Receipt. The Affidavits of Receipt were filed in this court record. These named parties and any other interested persons were given notice of the Amended Complaint for Declaratory Judgment, Summons and Fiat by

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publication pursuant to Rule 4 of the M.R.C.P. The Summons and Fiat were published in the Sun Herald on three (3) consecutive weeks, the 6th day of August, 2002, 13th day of August, 2002 and the 20th day of August, 2002. This proof of publication is attached hereto as Exhibit "C". All due process requirements were met.

9. On September 19, 2002 this Court announced in open court and called the docket for the hearing on the Amended Complaint for Declaratory Judgment. Harrison County was represented by the Honorable Karen J. Young. Only three interested persons appeared at the hearing with questions pertaining to their particular property, but no objections were voiced. Harrison County's legal authority to construct the Boardwalk/Pedestrian Pathway was not questioned. Negotiations occurred, and Harrison County made the following commitments:

A. With regard to Mr. Joseph C. Canizaro, Harrison County agreed to construct steps from the Boardwalk to the beach, south of Mr. Canizaro's Pass Christian property. The steps were shown in the engineering plans.

B. With regard to the concerns of Mr. Pierre F. Olivier, Manager of Church Street Properties, LLC, Harrison County agreed to construct steps from the Boardwalk to the beach, south of Church Street Properties, located at 3 1/2 Church Street, Pass Christian, MS. Bill Mitchell, Engineer with Brown & Mitchell,

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Inc., assured Mr. Olivier that the Boardwalk would be connected to the east and west sides of the pier, without any gaps..

C. Ms. Caroline Perron attended the hearing on behalf of Jane Borese, owner of property located at 723 East Scenic Drive, Pass Christian, MS. Ms. Borese owns a private pier directly across Highway 90 on the sand beach. Ms. Borese questioned how the Boardwalk was going to tie into her pier. Mr. Mitchell assured Ms. Borese that the Boardwalk would be connected to the east and west sides of the pier, without any gaps. Ms. Perron questioned whether benches were going to be placed on the Boardwalk, south and in front of her house. Mr. Mitchell assured her the plans did not include a bench, nor would a bench be placed in front of her property. Another of her concerns involved the proposed steps adjacent to the pier. Ms. Borese objected to the location of the steps. Mr. Mitchell agreed to relocate the steps approximately 40 ft. west, at Station 215+00.

D. Mr. Frank Pringle, President of Penthouse Condominiums Owners Association, attended the hearing with questions involving the Association's private pier. Mr. Mitchell assured Mr. Pringle that the Boardwalk would be connected to the east and west sides of the pier, without any gaps.

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E. Dr. Joseph Mitchell was present, and commended the Harrison County Board of Supervisors for moving forward with Phase II of the Harrison County Boardwalk/Pedestrian Pathway Project.

No other persons appeared at the hearing.

10. In addition to the evidence set forth above, there exists binding legal court orders and decisions which warrant Declaratory Judgment authorizing Phase II of the Harrison County Boardwalk/Pedestrian Pathway Project. On December 29, 1994 Harrison County obtained an Order granting Declaratory Judgment for legal authority to construct Phase I of the Boardwalk/Pedestrian Pathway Project. A certified copy of this Declaratory Judgment was attached as Exhibit "C" to the Amended Complaint. This decision entered by Chancery Court Judge J.N. Randall, Jr. gave Harrison County the exclusive right to construct the Boardwalk/Pedestrian Pathway. The Court made the following declaratory judgment:

12. The construction of this boardwalk will in no manner impair any upland owner's riparian or littoral rights. The boardwalk structure is going to be built adjacent to, parallel and on top of the existing seawall structure, which will not be raised to interfere with anyone's view or access to the beach for swimming, bathing, boating, fishing and other customary aquatic pursuits.

13. The proposed boardwalk designated as Phase I will grant access to the public for use of the beach and it will assist in beach and U.S. Highway 90 erosion protection.



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The best interest of the public of Harrison County, Mississippi will be served by the construction of this boardwalk.

The Court further noted that the Harrison County Boardwalk Pedestrian Pathway built adjacent to the existing seawall and south of U.S. Highway 90 is within the spirit and purview of the United States Constitution, the Mississippi Constitution and all other laws of the State of Mississippi and the United States of America.

11. This Court notes that the proposed Boardwalk in Phase II of the project is not located directly on the sand beach. All segments will be constructed in the U.S. Highway 90 right of way or seawall easement. In addition, the public pier will be built above the beach adjacent to the I-110 Loop. The legal authority for the Board's construction of the Boardwalk is an issue which was litigated previously in Federal Court. Beginning with U.S. v. Harrison County, 265 F.Supp.76 (S.D. Miss. 1967), and the numerous appeals, the Fifth Circuit Court of Appeals vested the Harrison County Board of Supervisors exclusive jurisdiction over the beach. The Federal Judge ordered the Board to maintain the beach, with members of the general public awarded reasonable right to use the sand beach for passage, sunbathing, recreation and other uses. United States v. Harrison County, 445 F.2d 276 (5th Cir. 1971). Phase II of this project is within the purview of that mandate. Although the Federal Judge noted that the

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record owners of property adjoining and abutting the sand beach were owners of "riparian" and "littoral" rights, which included the right of access to water for swimming, bathing, boating, fishing and other aquatic purposes, and the right of air, light and view, these rights are restricted in the sense that nothing can be done to hamper or adversely affect the right of the Harrison County Board of Supervisors to maintain or replenish the sand beach.

12. This Court finds that the construction of this Boardwalk/Pedestrian Pathway, and the entry of this Declaratory Judgment, will in no manner impair any upland owner's "riparian" or "littoral" rights. The Boardwalk/Pedestrian Pathway is going to be constructed adjacent to and parallel to the existing seawall, and it, in no manner, will be raised to obstruct any person's view. The sand beach is going to be filled no less than thirty (30) inches from the top of the Boardwalk, which will prevent beach erosion, protect Highway 90, and grant easy access from the Boardwalk to the sand beach. Steps will be constructed approximately every five hundred (500) feet for pedestrians to use for entry and exit to the beach.

13. The Harrison County Board of Supervisors were ordered to "do any and all things necessary to benefit members of the general public to continue to use the sand beach in accordance with the provisions of the dedicatory resolution". This Court

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finds that the Boardwalk will grant easier access to the beach for the public, and will protect the beach from erosion.

14. The Boardwalk/Pedestrian Pathway is herein designated as a pathway reserved for the use of pedestrian and bicycle traffic, benefitting the general public at large. It is therefore,

ORDERED AND ADJUDGED that the Harrison County Board of Supervisors, the governing Board of Harrison County, MS is hereby granted Declaratory Judgment by this Court, authorizing the construction of a Boardwalk adjacent to the existing seawall, and south of U.S. Highway 90, described in the 46 segments set forth above. This Court declared that the Boardwalk/Pedestrian Pathway is within the spirit and purview of the United States Constitution, the Mississippi Constitution, the 1972 Mississippi Code Annotated, as supplemented, and any and all other laws of the State of Mississippi and the United States of America. It is further,

ORDERED AND ADJUDGED that any and all persons having any interest whatsoever in Phase II of the Harrison County Boardwalk/Pedestrian Pathway were given notice of the hearing and the Board's intent to go forward with the construction of Phase II. It is further,

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ORDERED AND ADJUDGED that the Harrison County Board of Supervisors afforded Due Process to each and every interested person and all citizens of Harrison County, as guaranteed by the United States Constitution and Mississippi Constitution. It is further,

ORDERED AND ADJUDGED that the construction of the Harrison County Boardwalk/Pedestrian Pathway and the entry of this Order will in no manner impair any upland owner's "riparian" or "littoral" rights. It is further,

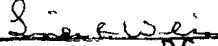
ORDERED, ADJUDGED AND DECREED that the Harrison County Board of Supervisors is authorized to perform any and all acts necessary for the construction of the Harrison County Boardwalk/Pedestrian Pathway.

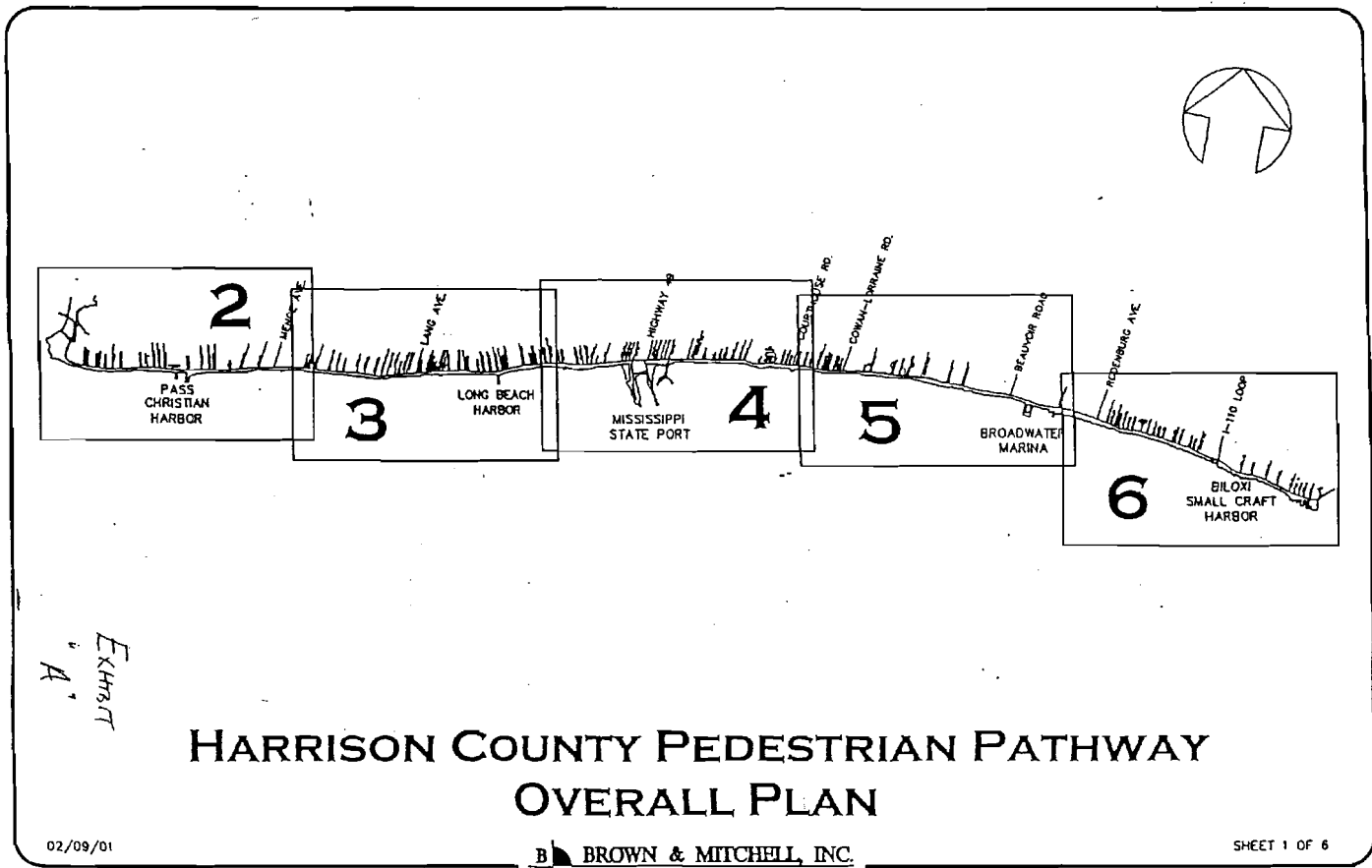
SO ORDERED this the 7 day of October, 2002.

  
CHANCERY COURT JUDGE

*Rec'd atty S. Meadows*

A TRUE COPY  
**JOHN McADAMS**  
Clerk Chancery Clerk  
Harrison County, Miss  
1st Judicial District

By   
J.C.



*Exhibit A*

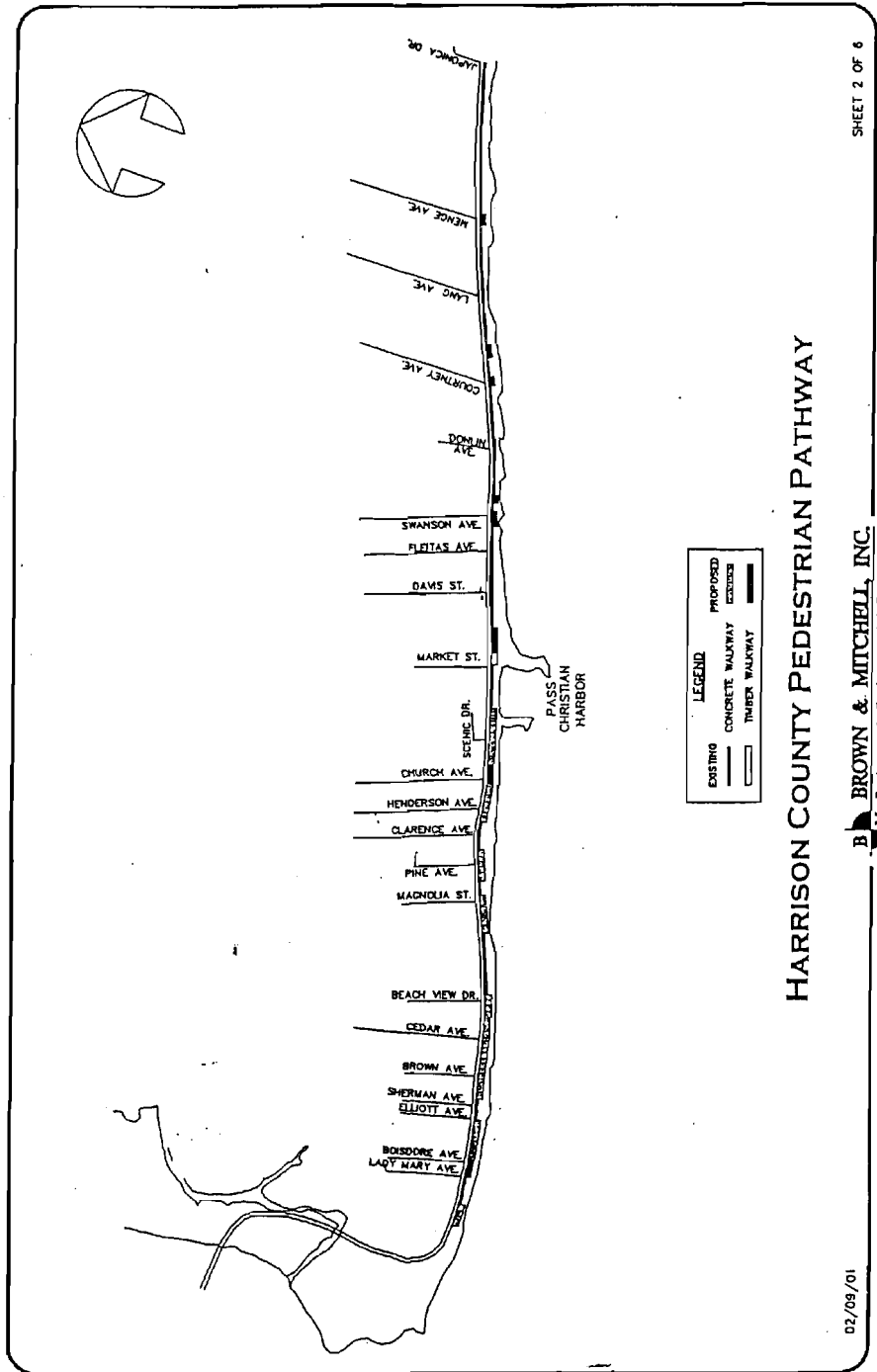
# **HARRISON COUNTY PEDESTRIAN PATHWAY OVERALL PLAN**

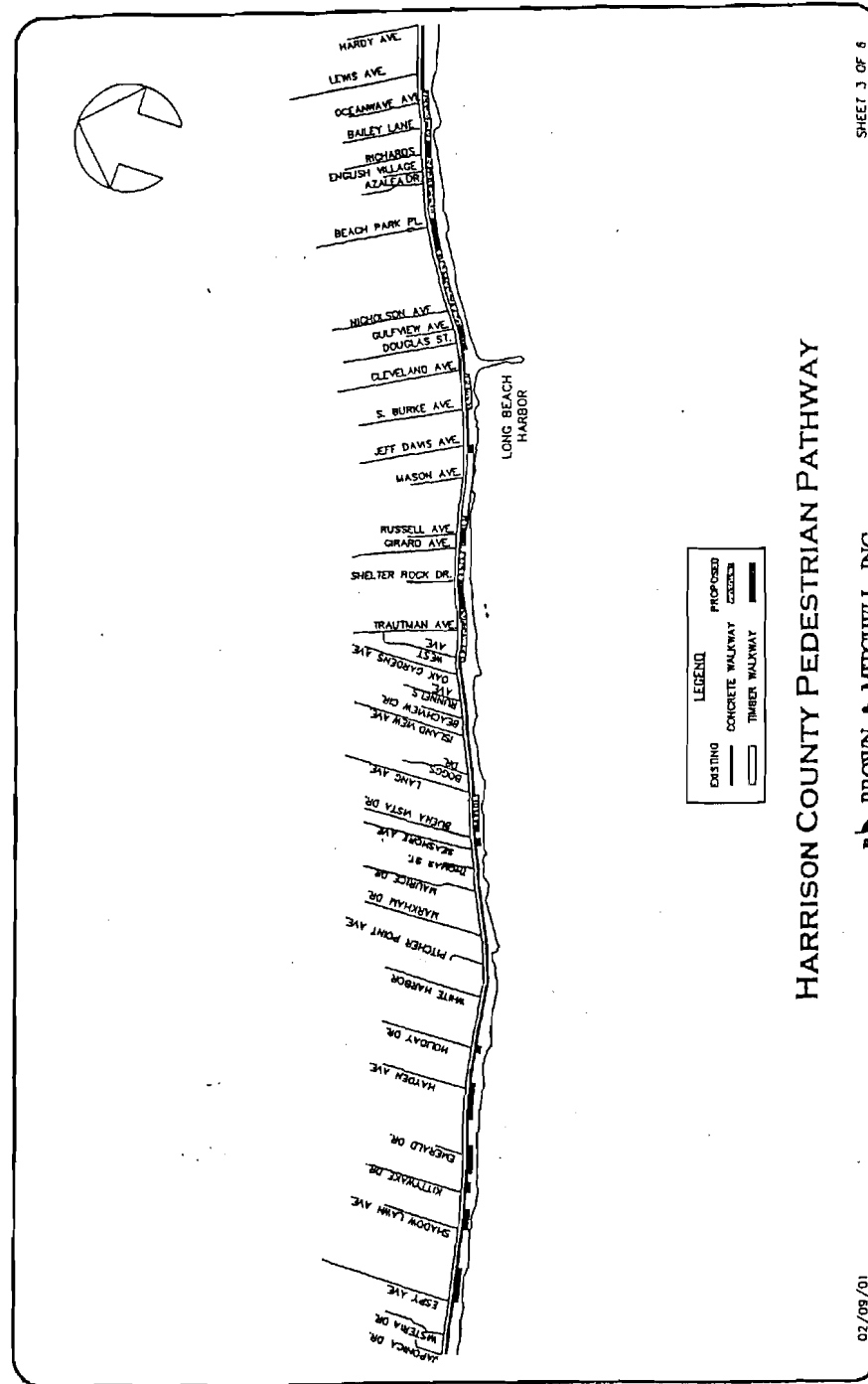
02/09/01

**BROWN & MITCHELL, INC.**  
Engineers & Environmental Consultants

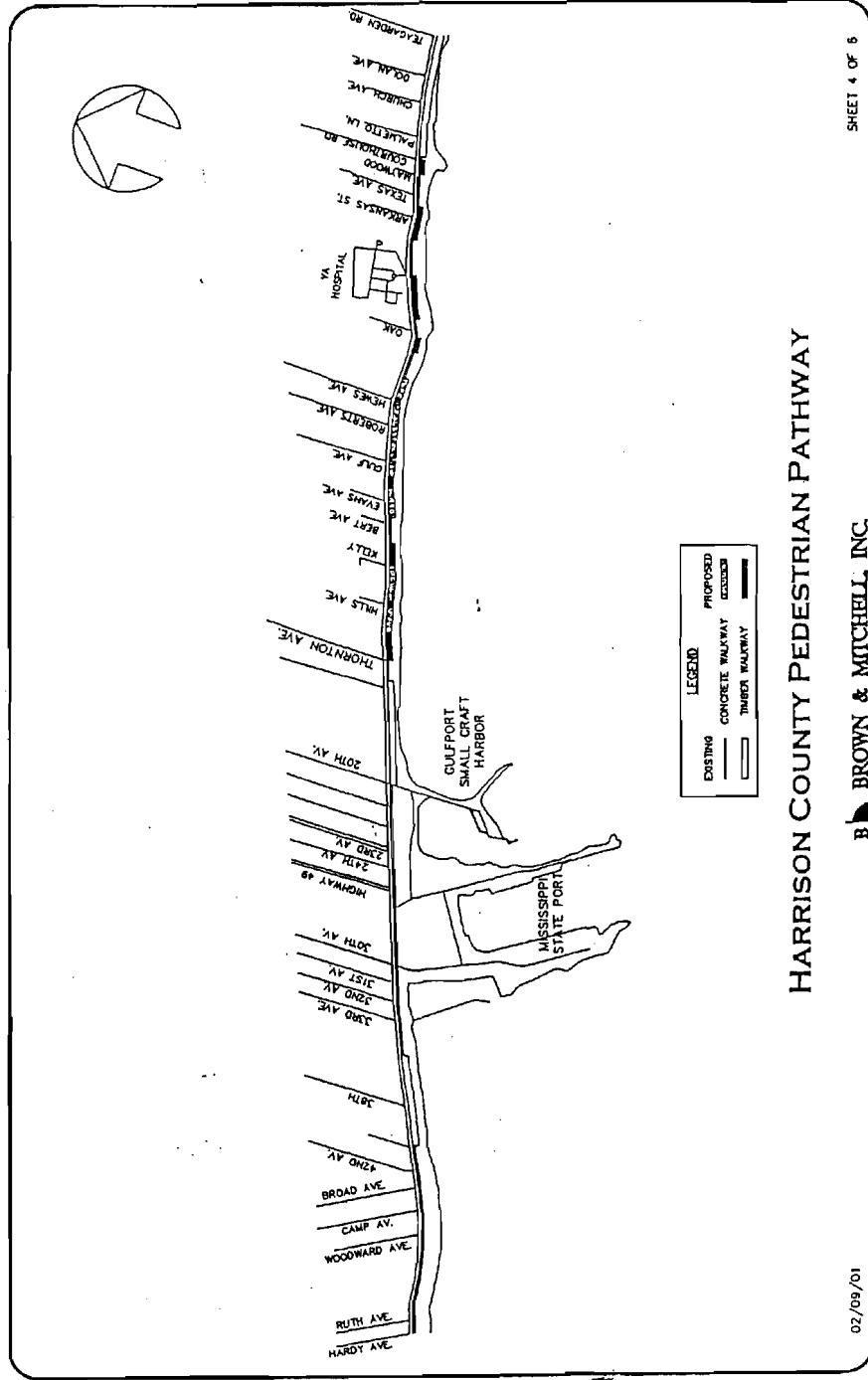
SHEET 1 OF 6

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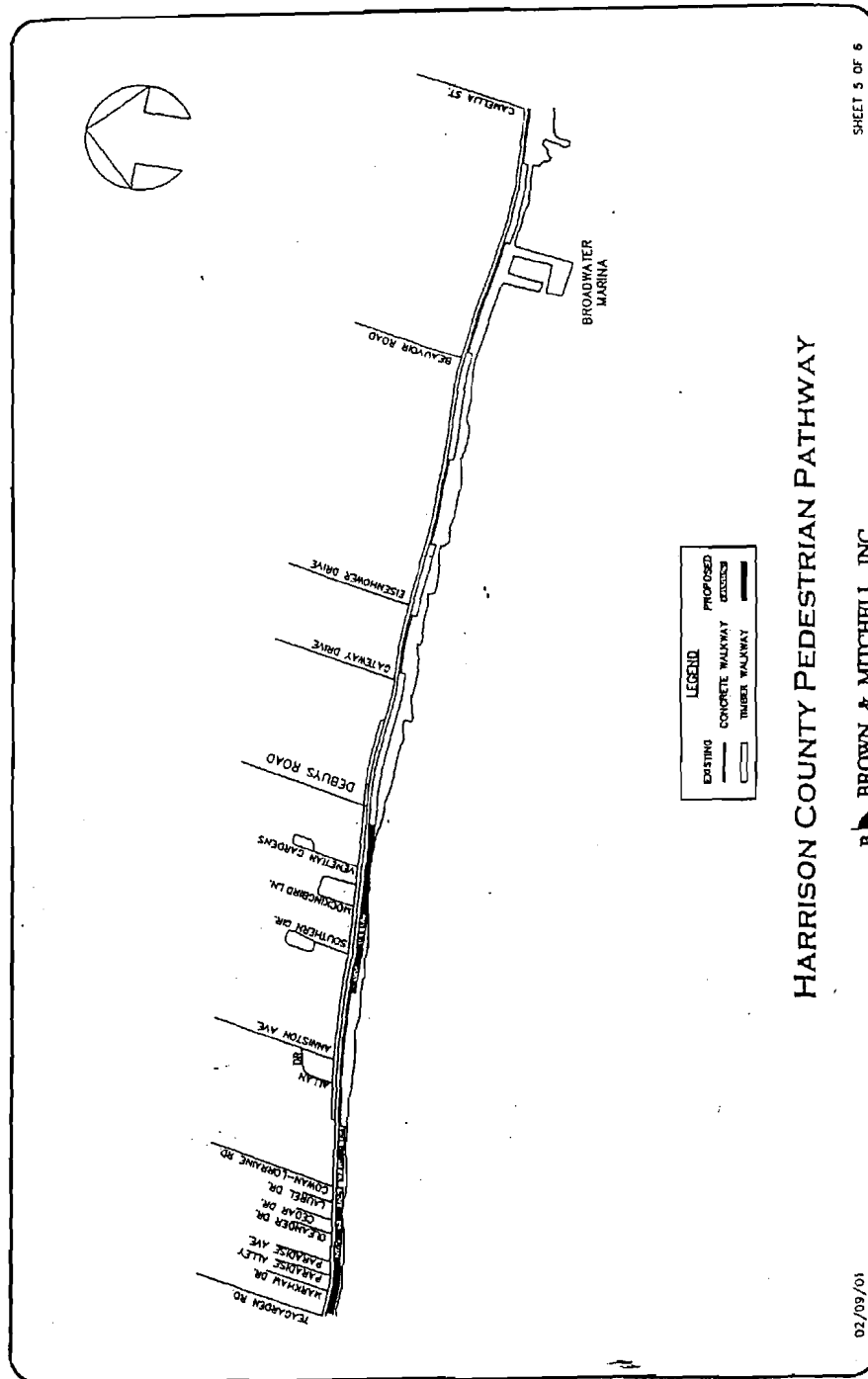


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# MINUTE BOOK BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI OCTOBER 2002 TERM



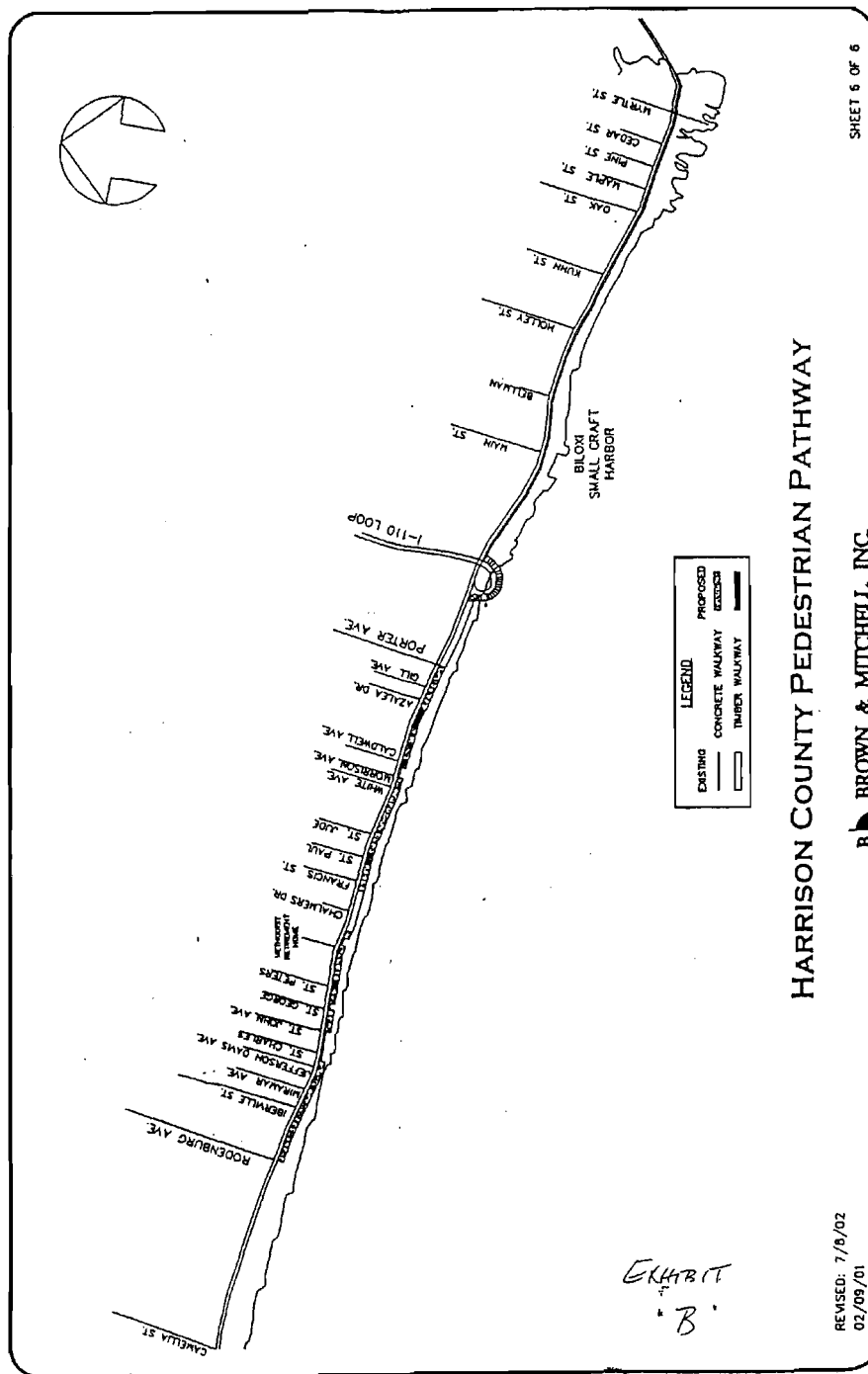
SHEET 5 OF 6

HARRISON COUNTY PEDESTRIAN PATHWAY

BROWN & MITCHELL, INC.  
Engineers & Environmental Consultants

02/09/01

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## PROOF OF PUBLICATION

IN THE CHANCERY COURT  
OF HARRISON COUNTY,  
MISSISSIPPI, FIRST JU-  
DICIAL DISTRICT  
HARRISON COUNTY  
BOARD OF SUPERVISORS,  
ON BEHALF OF HARRISON  
COUNTY, MISSISSIPPI,  
PETITIONER  
CAUSE NO. 02-1859  
AND ANY AND ALL PERSON  
HAVING OR CLAIMING TO  
HAVE ANY INTEREST IN  
THE FOLLOWING PROP-  
ERTY, ET AL, RESPON-  
DENTS  
SUMMONS  
TO: Any and all persons hav-  
ing or claiming to have any  
interest in Phase II of the  
Harrison County Boardwalk  
which will be constructed on  
the U.S. Highway 90 right of  
way, the Seawall right of way  
and Sand Beach, beginning at  
Fairview Avenue, Pass Crui-  
sian, MS on the South side of  
U.S. Highway 90, and ex-  
tending approximately 1.27  
miles in 48 segments to For-  
ter Avenue in Ocean, MS,  
where Harrison County will  
construct a wooden board-  
walk being approximately 8 -  
12 feet in width, including a  
wooden pier constructed ad-  
jacent to the I-110 loop for a  
pedestrian pathway and other  
public use.  
You have been made a De-  
fendant in the suit filed in the  
Chancery Court of Harrison  
County, MS, First Judicial Dis-  
trict, by Plaintiff, the Harrison  
County Board of Supervisors  
on behalf of Harrison County,  
seeking Declaratory Judg-  
ment to compel Phase II of  
the Harrison County Board-  
walk Project. Defendants al-  
ter than you in this action are  
the upland owners of property  
abutting the Harrison County  
Sand Beach. You are required  
to mail or hand deliver a writ-  
ten response to the Complaint  
for Declaratory Judgment in  
this action to Karen J. Young,  
or Joseph R. Meadows, Sr.,  
with the law firm of Meadows  
Riley, attorneys for Plaintiff,  
whose post office address is  
Post Office Drawer 550, Gulf-  
port, MS 39502 and whose  
street address is 1720 23rd  
Avenue, Gulfport, MS 39501.  
YOUR RESPONSE MUST  
BE MAILED OR DELIVERED  
TO SAID ATTORNEYS NOT  
LATER THAN 2:00 A.M.  
SEPTEMBER 18, 2002, OR  
APPEAR IN PERSON. THIS  
THE DATE THE COMPLAINT  
WILL BE HEARD IN THE  
CHANCERY COURT OF  
HARRISON COUNTY, MS,  
FIRST JUDICIAL DISTRICT  
AT THE COURTHOUSE IN  
GULFPORT, MS. IF YOU RE-  
SPONSE IS NOT SO  
MAILED OR DELIVERED,  
OR IF YOU FAIL TO APPEAR  
IN COURT, A JUDGMENT  
WILL BE ENTERED AGAIN-  
ST YOU FOR THE DE-  
CLARATORY RELIEF DE-  
MANDED IN THE COM-  
PLAINT.  
ISSUED UNDER MY HAND  
AND SEAL OF SAID COURT, this  
the 28th day of July, 2002.  
JOHN MCADAMS, Chancery  
Clerk  
BY: Anne K. Wiley, D.C.  
HARRISON COUNTY, MISS-  
ISSIPPI  
GULFPORT, MS 39502  
X-70adv.3Tve 850727

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Markell Miles who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper 3 times in the following numbers and on the following dates of such paper, viz:

Vol. 118 No., 310 dated 6 day of August, 20 02  
Vol. 118 No., 317 dated 13 day of August, 20 02  
Vol. 118 No., 324 dated 20 day of August, 20 02  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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

Markell Miles  
Clerk

Sworn to and subscribed before me this 21st day of August, A.D., 20 02

John McAdams  
Notary Public

My Commission Expires April 30, 2005

Printer's Fee ..... \$ 125.12  
Furnishing proof of publication ..... \$ 3.00  
TOTAL ..... \$ 128.12

*Furnish C*

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

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

THIS, the 7th day of October 2002.

\* \* \*

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Representatives of the McDonald Corporation appeared before the Board to find out on what basis the proposed sale price of county-owned property to their company was based on. The County based the price on three appraisals and on the fair market value. The interested parties also inquired whether the seller would bear the additional cost, such as boring samples and closing costs. They also requested a copy of the lease for the advertising sign located on the property.

Supervisor LARRY BENEFIELD moved the adoption of the following Order:

**A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE SALE OF SURPLUS COUNTY PROPERTY, PURSUANT TO  
MISS. CODE ANNOTATED § 19-7-3, ET SEQ., WITHOUT COMPETITIVE  
BIDS, AND FOR RELATED PURPOSES.**

WHEREAS, the Harrison County Board of Supervisors is the owner of a parcel of property located in the downtown area of the City of Gulfport, described as follows, to-wit:

**Lots 8, 9, 10, 11, and 12, inclusive, Block 136, Original  
Plat of Gulfport, Harrison County, Mississippi.**

WHEREAS, the Board finds that though not required by Miss. Code Annotated § 19-7-3, the Board found that it was prudent to have three appraisals of the property to assist the Board in determining the fair market value of the herein described property; and

WHEREAS, the appraisal of Evert E. Ladner and Associates determined that fair market value was \$156,250; and

WHEREAS, the appraisal of Alan Purvis determined the fair market value to be \$162,500; and

WHEREAS, the appraisal of Sidney L. Culliver, Jr. determined that the fair market value to be \$125,000; and

WHEREAS, the purchaser has offered to pay the county \$250,000 for the herein described property, which the Board finds far exceeds the fair market value of the property; and

WHEREAS, the Board has determined that the herein described

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property belonging to the county has ceased to be used for county purposes, and the Board finds that there will be no need for this property in the foreseeable future; and

WHEREAS, the Board found and determined that: (a) that since the herein described land is no longer needed for county or related purposes and is not to be used in the operation of the county; and (b) that the sale of the herein described property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the county; and (c) that the use of the county property for the purpose for which it is to be sold, conveyed, or leased will promote and foster the development and improvement of the community in which it is located, and the civic, social, educational, cultural, moral, economic or industrial welfare thereof, finds that the property should be sold to McDonald's Corporation, without competitive bid, for the sum of \$250,000.

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

SECTION I. Upon the adoption of this resolution, the Harrison County Board of Supervisors does hereby find, determine, and adjudicate that it would be in the best interest of the county to sell the herein described property to McDonald's Corporation for the sum of \$250,000.

SECTION II. The Board further finds this sales price far

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exceeds the fair market value of the herein described property.

SECTION III. The President of the Board of Supervisors is hereby authorized and directed to execute a real estate contract with McDonald's Corporation, a copy of same being attached as Exhibit A and made a part of this resolution as if fully copied in words and figures herein.

SECTION IV. At the time the sale of the property is consummated, pursuant to the referenced real estate contract, the President of the Harrison County Board of Supervisors and the Clerk of the Board, are hereby authorized and directed to execute a deed of conveyance and all other documents necessary to fully, finally, and completely consummate the sale of the property to McDonald's Corporation.

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 7th day of October 2002.



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GULFPORT, MS  
NWC US Hwy. 49 & 17<sup>th</sup> St.  
LIC: 023-0176

**REAL ESTATE CONTRACT**

**THIS REAL ESTATE CONTRACT ("Contract")**, dated October 11, 2002 is between **HARRISON COUNTY, MISSISSIPPI ("Seller")**, and **McDONALD'S CORPORATION**, a Delaware corporation ("Purchaser").

1. **Conveyance:** Seller agrees to sell and convey to Purchaser (or its nominee), and Purchaser agrees to purchase from Seller, the real estate located in City of Gulfport, County of Harrison, State of Mississippi, having a frontage of not less than 125 feet on U.S. Highway 49 and with a frontage of 100 feet on 17<sup>th</sup> Street, containing not less than 12,500 square feet, not including roads, streets or public rights-of-way, and being more particularly described in Exhibit A, together with all easements, rights and appurtenances, all buildings and improvements now located on the property, and all of Seller's rights, title and interest in all public ways adjoining the property (with the land, collectively called "Premises"). The exact legal description of the Premises, in accordance with the certified survey provided for in Article 6D, may be substituted for the Exhibit A description, if necessary, at any time hereafter.

2. **Price:** The purchase price is TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

3. **Deed and Other Documents:** Seller shall convey marketable and insurable title to the Premises by special warranty deed, with a reservation of mineral rights waiving surface entry rights, a release of dower, curtesy, homestead and other spouse's rights, at Seller's sole cost, subject only to current real estate taxes, not delinquent, and covenants, conditions, easements, encumbrances and restrictions approved by Purchaser in writing. Seller agrees to execute and deliver to Purchaser any other affidavit, statement or other document normally required by the title insurance company specified in Article 5 as a condition for the issuance of the title insurance policy or for the escrow closing provided for below.

4. **Earnest Money:** Purchaser shall deposit with the title insurance company referred to in Article 5, as escrowee, within thirty (30) days after the last execution of this Contract, TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00), as earnest money, to be credited against the purchase price at closing. Purchaser shall deposit the balance of the purchase price into escrow within ten (10) days after title has been approved by Purchaser, all contingencies of this Contract have been met and the deed has been delivered to the escrow agent. If Purchaser defaults under this Contract and fails to cure the default within ten (10) days after receipt of written notice from Seller, then, upon demand of Seller, the earnest money shall be forfeited as liquidated damages, and not as a penalty; and this Contract shall become null and void. If this Contract is terminated for any reason other than Purchaser's default, the earnest money shall be returned to Purchaser.

5. **Title Insurance:** Purchaser shall order a title commitment on the Premises for an ALTA Form B owner's policy, with extended coverage, or a comparable form, from First American Title Insurance Company in the amount of the purchase price, covering the date hereof. Upon final execution of this Contract, Seller shall deliver to Purchaser

EXHIBIT A

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any prior title evidence it may have, such as a current abstract or title policy, to expedite further examination of title. If the report on title, binder or commitment discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount which may be paid at closing from the proceeds due Seller), Seller shall have thirty (30) days from the date of Purchaser's notice of such defects to make a good faith effort to cure such defects and to furnish a later report showing the defects cured or removed. If such defects are not cured within thirty (30) days, Purchaser may terminate this Contract or may, at its election, take the title as it then is.

**6. Conditions Precedent:** This Contract is subject to the following conditions:

A. Purchaser obtaining the approval of all public and governmental authorities as to all matters relating to zoning, special use permits or similar approvals, and Purchaser obtaining all necessary variances, building permits, licenses and approvals, of any type, for the construction and operation of a McDonald's restaurant, including Purchaser's signs and special service window(s) in accordance with Purchaser's plans and specifications, to which end Seller shall execute such documents, make such appearances and do such other things as Purchaser may reasonably request.

B. The water and gas mains, electric power lines and sanitary and storm sewers being located in the public right-of-way adjacent to the Premises and available and adequate for Purchaser's intended use. If any of the utilities are not located at the property line or are not available and adequate for Purchaser's intended use, Purchaser shall have the right to terminate this Contract.

C. Purchaser obtaining, and Seller agrees to cooperate with Purchaser to obtain, the approval of all public and governmental authorities as to all matters relating to subdivision, lot split, lot tie or replat. Seller further agrees to dedicate or grant any easements for public ways located off the Premises required as a condition of approval and recordation of the final parcel map or subdivision plat.

D. Purchaser obtaining a certified survey, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Premises to the nearest monuments, streets, alleys on all sides, the topography, the location of all available utilities in adjoining streets, alleys or property, the location of all improvements and encroachments, the location of all recorded easements against or appurtenant to the Premises, and not disclosing any condition rendering the Premises unusable, in Purchaser's sole opinion, for the purposes stated in this Contract.

E. Purchaser obtaining boring, percolation, and other soil tests determining the physical characteristics of the sub-strata of the Premises and showing that the soil and ground water are not contaminated and that the Premises are satisfactory, in Purchaser's sole judgment, for the purposes stated in this Contract. Seller hereby grants to Purchaser, its agents and Contractors, the right to enter upon the Premises to make the soil tests and surveys.

F. Purchaser obtaining access to public thoroughfares adequate, in Purchaser's sole opinion, for its intended use.

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G. Purchaser being able to simultaneously close this Contract and the Contract dated August 30, 2002 between Purchaser and Jeffrey H. Descher for the purchase of property described in Exhibit B attached; and the Premises being contiguous to the property described in Exhibit B.

H. Purchaser being able to simultaneously close this Contract and obtain fee simple title to the land formally used for the alley described in Exhibit C attached; and the Premises being contiguous to the property described in Exhibit C.

I. Purchaser may, at its option, order a written Phase I and Phase II Environmental Assessment ("Assessment") of the Premises, at Purchaser's sole cost, which shall include a detailed physical inspection of the Premises and adjacent properties. The Assessment may disclose any site characteristics that indicate the possible or actual presence of above or below grade site contamination of soils or ground water, and an investigation of any chemical use, storage, disposal or treatment on the Premises. The Assessment may also include a complete documentary review of the Premises, including, but not limited to, a 50-year chain of title, all applicable permits, environmental spill or upset records and filings from all state and local agencies, aerial photographs, interviews, and any other reasonably obtainable federal, state or local government records.

If the Assessment discloses any known or suspected environmental contamination, Purchaser may, declare this Contract to be null and void and of no further force and effect.

J. Purchaser's total off-site and extraordinary costs not exceeding \$10,000.00. "Off-site and extraordinary costs" shall be defined as all costs and expenses other than construction costs for Purchaser's standard building and site improvements. Off-site and extraordinary costs shall include, but not be limited to: contaminated soil and ground water removal or remediation; costs to extend utility lines to the site; costs to construct off-site drainage or sewage treatment facilities; permit fees; legal fees; expert and consulting fees for non-employees; costs and expenses for easements and additional property used in conjunction with the Premises; and costs or expenses related to roadways or the surrounding public rights-of-way. If Purchaser determines that the total off-site and extraordinary costs will exceed the amount stated above, Purchaser may, at its option, declare this Contract to be null and void and of no further force and effect.

K. Purchaser conducting and evaluating a sales impact analysis indicating that no other single McDonald's restaurant will incur a sales decrease of more than 10% or that all impacted McDonald's restaurants will not have a combined sales decrease (defined as the sum of the individual sales decrease percentages) of more than 15% as a result of the operation of a McDonald's restaurant on the Premises. Such sales impact report shall be performed by Purchaser's Marketing Department according to its standard and customary practices. If Purchaser determines that the sales decreases will exceed the percentages stated above, Purchaser may, declare this Contract to be null and void and of no further force and effect.

L. Purchaser obtaining the vacation of the alley as shown and outlined on Exhibit C attached, and the title policy referred to in Article 5 insuring title to the

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alley, in Purchaser, free and clear of any rights or interests of the public or of owners of adjoining property or any rights or interest of any utility company in, under, upon or across the alley. Seller agrees to cooperate with Purchaser in obtaining the vacation and release of any easement rights.

M. Purchaser determining that Purchaser will be permitted to relocate the sanitary sewer line and gas line located in the existing alley adjacent to the Premises in such a manner that will not interfere with Purchaser's development, to Purchaser's satisfaction and, Purchaser obtaining approvals to relocate the power poles on the Premises in such a manner that will not interfere with Purchaser's development, to Purchaser's satisfaction.

N. Purchaser obtaining written approval and authorization from the City of Gulfport to utilize the right-of-way adjacent to 26<sup>th</sup> Avenue for off-Premises parking, landscaping and/or drive-way cut for Purchaser's development.

O. Seller acknowledges that Purchaser is acquiring the Premises with the intent of closing its restaurant located at 2014 Pass Road, Gulfport, MS, L/C: 023-0004 (the "Existing Restaurant") and relocating it to the Premises. Seller further acknowledges that Purchaser has not had sufficient time to analyze whether or not this relocation is financially advantageous to the Purchaser, and whether or not Purchaser's franchisee at the Existing Restaurant is willing or able to undertake the relocation. Therefore, Seller agrees that Purchaser shall have one hundred twenty (120) days from the date of last execution of this Contract (the "Determination Period") to complete its analysis and make a decision about completing this relocation. If Purchaser determines, in its sole opinion, that it is not financially advantageous to it or that Purchaser's franchisee at the Existing Restaurant is not willing or able to undertake this relocation either party may terminate this transaction after the expiration of the Determination Period.

P. Purchaser obtaining all easements necessary for Purchaser's intended development of the Premises and all required non-disturbance agreements.

Q. Purchaser and Seller acknowledge that the Premises is encumbered by a Lease Agreement ("Sign Lease") dated November 1, 1989, recorded March 6, 1990 in Record Book 1153, Page 569-570, of the Official Records of Harrison County, Mississippi. Seller further acknowledges that Purchaser's obligation to purchase the Premises is further contingent upon Purchaser obtaining an insurable termination of lease agreement from Tenant, the Lamar Corporation, insuring Purchaser's title to the Premises free and clear of any rights of the Tenant in the Premises.

If the conditions of this Contract have not been satisfied or complied with within two hundred ten (210) days after the opening of the escrow, or if the soil tests, surveys or permits do not meet with Purchaser's approval or if they disclose matters which would make the property unsuitable for the purposes stated in this Contract, Purchaser or Seller may, at any time after the thirty (30) day period, terminate this Contract, and the money and documents deposited in escrow shall be returned to the party depositing them. Purchaser and Seller covenant to act in good faith and use due diligence to satisfy all conditions for which they are responsible, and neither party shall have the right to terminate this Contract unless it has so performed. If Seller elects to terminate this

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Contract as provided for in this Article 6, Purchaser will have ten (10) days after receiving Seller's termination notice to waive, in writing, the conditions precedent and agree to close this Contract. If Purchaser waives the conditions precedent, the closing must then take place within fourteen (14) days from the date of such waiver. If Purchaser does not waive the conditions precedent, this Contract will terminate and be of no further force or effect ten (10) days after Seller's notice of termination is received by Purchaser.

**7. Possession and Demolition:** Seller promises to deliver sole and actual possession of the Premises to Purchaser, free and clear of all tenancies and parties in possession on the date title passes to Purchaser, except for the Sign Lease referred to in Article 6.Q, (unless Purchaser obtains a termination of said Sign Lease)

**8. Escrow:** This sale shall be closed in escrow with the title company listed in Article 5, under a deed and money escrow agreement conforming with this Contract, within ten (10) days after all conditions and provisions of this Contract have been satisfied and the title company is prepared to issue its final owner's policy, subject only to the approved title matters. Prior to closing, Seller shall submit to Purchaser for approval a copy of the required deed and a copy of the restrictive covenant described in Article 3. All current real estate taxes are to be prorated as of the date of closing, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes. All transfer and conveyance taxes or documentary stamps and special real estate taxes and assessments shall be paid for by Seller. The cost of recording the documents called for in this Contract shall be paid for by Purchaser. The cost of the escrow shall be divided equally between Seller and Purchaser. All costs related to the issuance of the title policy, including title examination fees and premiums, shall be paid for by Purchaser.

**9. Time of the Essence:** Time is of the essence of this Contract, but any defaulting party shall have ten (10) days after receipt of written notice of a default to cure before the other party may terminate or exercise other remedies available at law or in equity.

**10. Notices:** All notices and demands shall be in writing and shall be sent by United States Certified Mail to Seller at 6051720 18<sup>th</sup> Street, Gulfport, MS 39501, Attention: John Meadows, Attorney or to Purchaser at McDonald's Plaza, Oak Brook, Illinois 60521, Attention: Director, Real Estate/Legal Department #091 L/C: 023-0176.

**11. Conflicts of Interest:** Seller and (if Seller is not an individual) any party executing this Contract on behalf of Seller, or as a representative of Seller, represent(s) that, to the best of his/her/their knowledge, he/she/they, and no other person(s) connected, directly or indirectly, with Seller is/are an agent(s), employee(s), servant(s), supplier(s), licensee(s) or officer(s) of Purchaser or any subsidiary, affiliate or parent corporation or relative of any agent, employee, servant, supplier, licensee or officer of Purchaser or any subsidiary, affiliate or parent corporation. The parties executing this Contract acknowledge that these representations are being relied upon by Purchaser as inducement to enter into this Contract. Any misrepresentation shall be grounds for Purchaser to rescind this Contract.

**12. Covenants:** All of the covenants, warranties, representations and agreements in this Contract shall survive closing and shall run with the land and extend to and be

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binding upon the heirs, executors, administrators, successors and assigns of the respective parties. It is understood that there are no oral or written agreements or representations between Seller and Purchaser affecting this Contract, and this Contract supersedes and cancels any and all previous negotiations, arrangements, representations and understandings, if any, between the parties. This Contract may be modified or altered only by an agreement in writing between the parties, and no act or omission of any employee or agent of the parties or any broker, if any, shall alter, change or modify any of the provisions of this Contract.

**13. Authority to Sign:** No employee or agent of Purchaser (other than an authorized signatory) has authority to execute this Contract or make any other warranty, representation, agreement or undertaking. The submission of this document for examination and negotiation does not constitute an offer to purchase or a reservation of or option for the Premises, and this document will become effective and binding only upon execution and delivery by Seller and an authorized signatory of Purchaser. The parties executing this Contract on behalf of Seller and Purchaser represent that they have authority and power to sign this Contract on behalf of Seller and Purchaser.

**14. ADDENDA AND EXHIBITS:** This Contract includes the following Addenda and/or Exhibits, which shall take precedence over conflicting provisions (if any) of this Contract, and are made an integral part of this Contract and fully incorporated by reference:

Exhibit A (Legal Description of Premises)  
 Exhibit B (Legal Description of additional property to be acquired by Purchaser)  
 Exhibit C (Sketch of alley to be vacated)  
 W-9 form

**SELLER AND PURCHASER**, by their execution below, indicate their consent to the terms of this Contract.

**SELLER: HARRISON COUNTY, MISSISSIPPI**

**PURCHASER: McDONALD'S CORPORATION**

By: \_\_\_\_\_ (SEAL)

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

\_\_\_\_\_ (SEAL)

ATTEST:

\_\_\_\_\_ (SEAL)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FEDERAL TAX I.D. NUMBER \_\_\_\_\_  
 OR SOCIAL SECURITY NUMBER \_\_\_\_\_  
**(ATTACH FORM W-9 FOR EXECUTION)**

**(ATTACH ACKNOWLEDGMENT CERTIFICATES BY A NOTARY PUBLIC)**

S:\HO\Dept\Legal\USLEGAL\Central Division\Great Southern (New Orleans)\023-0176 (Gulfport, MS)\Harrison Contract  
 (second accepted version).doc

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**ACKNOWLEDGMENT - McDONALD'S**  
**(No attestation required)**

STATE OF ILLINOIS )  
 ) SS:  
 COUNTY OF DUPAGE )

I, \_\_\_\_\_, a Notary Public in and for the  
 county \_\_\_\_\_ and state \_\_\_\_\_ aforesaid, DO HEREBY CERTIFY that  
 \_\_\_\_\_, Vice-President of McDonald's  
 Corporation, a Delaware corporation, who is personally known to me to be the same  
 person whose name is subscribed to the foregoing instrument as such Vice-President  
 appeared before me this day in person and acknowledged that he signed, sealed and  
 delivered the said instrument as his free and voluntary act as such Vice-President and  
 as the free and voluntary act of said corporation for the uses and purposes therein set  
 forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of  
 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public My commission expires \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATE**

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the  
 county \_\_\_\_\_ and state \_\_\_\_\_ aforesaid, DO HEREBY CERTIFY that  
 \_\_\_\_\_, President and  
 \_\_\_\_\_, Secretary of  
 \_\_\_\_\_ a(n)  
 \_\_\_\_\_ corporation, who is personally known to me to be the person  
 whose name is subscribed to the foregoing instrument as such President, appeared  
 before me this day in person and acknowledged that they signed, sealed and delivered  
 the said instrument as their free and voluntary act as such President and Secretary  
 respectively and as the free and voluntary act of said corporation for the uses and  
 purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of  
 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public My commission expires \_\_\_\_\_

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

**ORDER AUTHORIZING ADVERTISEMENT FOR REQUEST FOR PROPOSALS FOR  
LEASING OF NEW DIGITAL COPIERS AND FAX EQUIPMENT BY HARRISON  
COUNTY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY AUTHORIZE advertisement for request for proposals for leasing of new digital copiers and fax equipment by Harrison County.

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

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

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

THIS, the 7th day of October 2002.

\* \* \*



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

ENTER CLOSED SESSION to discuss whether or not to enter executive session to discuss personnel matter with the County Administrator.

There was a unanimous vote by the Board to enter closed session.

THIS, the 7<sup>th</sup> day of October 2002.

\* \* \*

Supervisor **BOBBY ELEUTERIUS** moved, and Supervisor **MARLIN R. LADNER** seconded, adoption of the following:

ENTER EXECUTIVE SESSION.

There was a unanimous vote by the Board to enter executive session.

THIS, the 7<sup>th</sup> day of October 2002.

\* \* \*

Supervisor **LARRY BENEFIELD** moved, and Supervisor **BOBBY ELEUTERIUS** seconded, adoption of the following:

RECONVENE FROM EXECUTIVE SESSION.

There was a unanimous vote by the Board to reconvene from executive session.

The Board Attorney reported that the Board received a report on a personnel matter.

No official action was taken.

THIS, the 7<sup>th</sup> day of October 2002.

\* \* \*

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

**ORDER AUTHORIZING THE BOARD PRESIDENT TO EXECUTE OFFER TO SELL  
 REAL PROPERTY OWNED BY JACK AND CYNTHIA CLARK LOCATED AT 7288  
 MAGNOLIA DRIVE, PASS CHRISTIAN, MS, IN THE AMOUNT OF \$137,250.00,  
 PURSUANT TO COOPERATIVE GRANT AGREEMENT FMA-PJ-04MS-2001006, AS  
 RECOMMENDED BY THE BOARD ATTORNEY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY AUTHORIZE the Board President to execute the following offer to sell real property owned by Jack and Cynthia Clark located at 7288 Magnolia Drive, Pass Christian, MS, in the amount of \$137,250.00, pursuant to Cooperative Grant Agreement FMA-PJ-04MS-2001006, as recommended by the Board Attorney:

### Offer to Sell Real Property

THIS AGREEMENT is made and entered into this 6th day of September, 2002, by and between Harrison County Ms, hereinafter referred to as "Sub-grantee," by its authorized agent, William W. Martin, President and Jack and Cynthia Clark, hereinafter referred to as "Seller." The parties agree as follows:

1. Sub-grantee, acting under a sub-grant from MEMA, hereinafter referred to "Grantee," desires to purchase certain properties as a means of mitigating the risks of natural disasters.
2. Seller owns property located at 7288 Magnolia Dr., Pass Christian, Ms, hereinafter referred to as "Property," which is among properties Sub-grantee desires to purchase.
3. Seller represents---
  - a) Property has been damaged by natural disaster.
  - b) Seller qualifies for the assistance granted.
  - c) Seller understands no obligation to sell the Property exists.
  - d) Seller chooses to voluntarily sell Property to Sub-grantee.
4. Sub-grantee shall pay Seller the sum of One hundred thirtyseven dollars and two hundred fifty cents (\$137,250) for Property, payable at settlement after the acceptances of this agreement and preliminary approval of Seller's title, provided Seller can execute and deliver a good and sufficient general warranty deed conveying marketable title to said property in fee simple, clear of all liens and encumbrances.
5. The sum to be paid for Property is its pre-disaster fair market value of \$183,000, less deductions in the amount of \$0, per the Statement of Determination of Fair Compensation, dated \_\_\_\_\_, for which Seller can not document as expended on repair of damaged structure(s).
6. FEMA Hazard Mitigation Grant Program funds being used for the purchase of Property can not and will not duplicate benefits received from other sources of funds. Seller will return any disaster aid money received if any such money results in a duplication of benefits.
7. Proceeds from the sale of Property shall first be applied to all liens on Property, including any real estate taxes that are due and payable to the date of settlement.

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Form II-8, Offer Letter

8. Seller shall execute all necessary documents to transfer fee simple title to Property to Sub-grantee, and any and all documents, now and in the future, required by Sub-grantee, Grantee, or FEMA to complete this transaction and comply with local, State, or Federal regulation.
9. Seller shall not remove any property considered a portion of the real estate without first notifying Sub-grantee in writing and providing written appraisals of any such property. Final value of the property will be determined by Sub-grantee and negotiated prior to removal. The value, as finally determined, will be deducted from the purchase price or repaid by Seller within ten (10) days after removal, as appropriate.
10. Seller shall not remove any fixtures, materials, or improvements to the real estate from the premises, nor salvage any materials from the premises at the time of settlement or demolition. Any violation of this agreement may change the fair market value of the structure.

Seller acknowledges that it has reviewed this Agreement and has had an opportunity, at its discretion, to contact an attorney of its choice to review this Agreement. Seller also acknowledges that it enters into this Agreement fully understanding the nature thereof, and saves and holds harmless Sub-grantee as a result of this Agreement or anything incident to the sale of the referenced real property.

THIS AGREEMENT is binding on the heirs, executors, successors, and assigns of both parties.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Seller

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Seller

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Sub-grantee Authorized Agent

\_\_\_\_\_  
 Date



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**EXHIBIT A**

In reference to the Deed between Jack W. Clark and Cynthia Clark participating in the FEMA acquisition project (the Grantor) and Harrison County (the Grantee):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended (The Stafford Act), identifies the use of disaster relief funds under Section 404 (Flood Mitigation Assistance Program "FMA"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the State of Mississippi has made application and has entered into an FEMA-State Agreement dated November 19, 1999, and herein incorporated by reference;

Whereas, Harrison County, acting by and through the Harrison County Board of Supervisors has entered into a cooperative grant agreement with Mississippi dated August 30, 2002 FMA-PJ-04MS-2001006.

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 CFR Section 206.434), FEMA-State Agreement require the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW THEREFORE, the grant is made subject to the following terms and conditions:

1. **TERMS:** Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 CFR 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to the Stafford Act Section 404 acquisition program:
  - a. **COMPATIBLE USES:** The land shall be used only for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature preserves, unimproved pervious parking lots and other uses described in 44 CFR Section 206.434, as it reads now and may be amended in the future.
  - b. **STRUCTURES:** No new structures or improvements shall be erected on the property other than:

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- i. A public facility that is open on all sides and functionally related to the openspace use.
- ii. A public rest room; or
- iii. A structure that is compatible with the uses described in Paragraph 1 (a), above, and approved by the Director in writing prior to commencement of the construction of the structure.

c. **DISASTER ASSISTANCE:** No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

d. **TRANSFER:** The grantee agrees that it shall convey any interest in the property on with approval of the transferee from the Regional Director of FEMA ;and only to other public entity or to an organization qualified under Section 170 (h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1 (a), above, including agriculture, with the prior approval of the Regional Director.

If title to the property is transferred to a public entity other than a qualified state or federal agency with a conservation mission, it must be conveyed subject to a Conservation Easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth herein, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- i. The Grantee shall convey, in accordance with section (d), above, a conservation easement to someone other than the title holder, or
- ii. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. **INSPECTIONS:** FEMA, it representatives, and assigns, including Mississippi, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. **MONITORING AND REPORTING:** Every two (2) years on 5/30 the Grantee, through Mississippi shall submit to the FEMA Regional Director a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

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4. **ENFORCEMENT:** If the subject property is not maintained according to the terms of the grant, the Grantee, Mississippi and FEMA, its representatives, and assigns are responsible for taking measures to bring the property back into compliance.
- a. The state will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation.
  - b. If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60 day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
  - c. FEMA, its representatives and assigns may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
    - i. Requiring transfer of title in accordance with Paragraph 1 (d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
    - ii. Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.
5. **SEVERABILITY:** Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

\_\_\_\_\_  
Jack W. Clark

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia Clark

\_\_\_\_\_  
Date

\_\_\_\_\_  
William W. Martin, President  
Harrison County Board of Supervisors

\_\_\_\_\_  
Date

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**STATEMENT OF VOLUNTARY PARTICIPATION**

THIS AGREEMENT is made and entered into this 6th day of September 2002 by and between Harrison County Ms. hereby known as "Sub-grantee," by its authorized agent, and Jack and Cynthia Clark hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that he/she/they is/are the owner/owners of property located at 7288 Magnolia Drive Pass Christian, Ms., hereinafter referred to as "property."
2. Sub-grantee has notified Seller that the Sub-grantee may wish to purchase property, and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Sub-grantee has notified Seller that it believes the fair market value (FMV) of property of 7288 Magnolia Drive Pass Christian, Ms. if \$ 183,000. is determined by appropriate valuation procedures publicized and implemented by Sub-grantee.
4. Sub-grantee has notified the Seller if the Seller agrees to sell property to Sub-grantee, the Sub-grantee will pay the Seller 75% of the FMV.
5. Sub-grantee has notified the Seller that Seller is not required to sell property and Sub-grantee will not use its power of eminent domain for the purpose of this acquisition project to acquire property is Seller chooses not to sell it.
6. Sub-grantee has notified Seller that if Seller agrees to sell property to Sub-grantee, such a transaction is voluntary. Consequently, Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available of property owners and who must sell their properties involuntarily.
7. Sub-grantee affirms that is it has provided the notifications and explained the information described in the preceding paragraphs, and property identified above is not a part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

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8. This Agreement shall expire on \_\_\_\_\_, unless Seller has voluntarily sold property to Sub-grantee by that date.

\_\_\_\_\_  
Signature  
*Sign Here*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sub-grantee's Authorized Agent Signature

\_\_\_\_\_  
Date



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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

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

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

THIS, the 7th day of October 2002.

\* \* \*

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The following items came on for discussion by the Board, with no Board action being taken at this time:

- 1) The Board President questioned the large claim of Guild Hardy Associates for the Jack & Florence Goldin Sports complex. The architect advised the Board this was the first claim he has filed since the beginning of the project and was based on the normal 7% engineering fees.
- 2) Supervisor Benefield inquired whether the Board could send a last notification letter to taxpayers owing taxes over a certain amount before being turned over for collection. The Board Attorney advised that if the Tax Collector has given due process, the Board has done their duty under the law.
- 3) The Board President inquired whether the contract for the E-911 Call and Dispatch Center included room for civil defense office. The E-911 Coordinator stated that the design did not include offices for civil defense.
- 4) The County Administrator reported that she had spoken with the architect on surplus property for the Health Department held over at the previous meeting and that this did not require Board action.
- 5) Supervisor Rockco requested the E-911 Coordinator to describe the purpose of his travels.
- 6) The Board President inquired about status for the position of Director for E-911. The County Administrator stated that they were waiting on Mr. Delahousey to review applications.
- 7) Supervisor Ladner advised the Board that Henderson Avenue, located in District 3, will be closed for one year during the construction of the new Bayou Portage bridge. Supervisor Ladner requested that proper notice be posted. Supervisor Eleuterius requested that proper notice be posted for construction of bridge over Old Highway 15.
- 8) The County Administrator reported that Keleal Hassin, Jr., Architect, requested a work session with the Board to discuss Phase VI of the courthouse renovations. The County Administrator was requested to set up the work session for October 28, 2002 after the regular Board meeting.
- 9) Supervisor Benefield remarked that the boardwalk did not sustain any damage during Tropical Storm Isidore.

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ORDERED THAT THE BOARD RECESS in the First Judicial District until October 28, 2002.

THIS, the 7<sup>th</sup> day of October 2002.

  
\_\_\_\_\_  
PRESIDENT