

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

STATE OF MISSISSIPPI

COUNTY OF HARRISON

BE IT REMEMBERED, that a regular meeting of the Board of Supervisors of Harrison County, Mississippi was begun and held in the meeting room of the Board of Supervisors of Harrison County, located in the First Judicial District Courthouse at Gulfport, Mississippi, on the FIRST MONDAY OF JANUARY 2003, being **January 6, 2003**, the same being the time fixed by law and the place fixed by the Order of the Board of Supervisors of Harrison County at a former meeting thereof for holding said meeting of said Board.

THERE WERE PRESENT and in attendance on said Board, William W. Martin, Larry Benefield, Bobby Eleuterius, 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 NOMINATING AND ELECTING SUPERVISOR MARLIN R.
LADNER AS BOARD PRESIDENT FOR THE YEAR 2003 AND
ACCEPTING RESIGNATION OF MR. WILLIAM W. MARTIN AS
PRESIDENT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY NOMINATE AND ELECT Supervisor Marlin R. Ladner as Board President for the year 2003. It is further,

ORDERED that the Board does HEREBY ACCEPT the resignation of Mr. William W. Martin as President.

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 6th day of January 2003.

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

**ORDER NOMINATING AND ELECTING CONNIE M. ROCKCO AS VICE
PRESIDENT FOR THE YEAR 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY NOMINATE AND ELECT Connie M. Rockco as Vice President for the year 2003.

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

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

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

THIS the 6th day of January 2003.

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Incoming Board President Marlin R. Ladner presented the outgoing President William W. Martin with a plaque of appreciation.

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

ORDER APPROVING THE EMPLOYMENT OF JOSEPH R. MEADOWS
AS BOARD ATTORNEY FOR THE YEAR 2003

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Joseph R. Meadows as Board Attorney for the year 2003.

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

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

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

THIS the 6th day of January 2003.

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

**ORDER APPROVING THE EMPLOYMENT OF PAMELA ULRICH AS
COUNTY ADMINISTRATOR FOR THE YEAR 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Pamela Ulrich as County Administrator for the year 2003.

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

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

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

THIS the 6th day of January 2003.

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

**ORDER APPROVING THE EMPLOYMENT OF TERRY BROADUS AS
ROAD MANAGER FOR THE YEAR 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Terry Broadus as Road Manager for the year 2003.

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

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

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

THIS the 6th day of January 2003.

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

**ORDER APPROVING EMPLOYMENT OF DANNY BOUDREAU AS
COUNTY ENGINEER FOR THE YEAR 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE employment of Danny Boudreaux as County Engineer for the year 2003.

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

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

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

THIS the 6th day of January 2003.

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

**ORDER APPROVING THE EMPLOYMENT OF NEILLE JONES AS
PURCHASE CLERK FOR THE YEAR 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Neille Jones as Purchase Clerk for the year 2003.

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

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

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

THIS the 6th day of January 2003.

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

**ORDER APPROVING EMPLOYMENT OF ALL EXISTING EMPLOYEES
OF HARRISON COUNTY FOR THE YEAR 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE employment of all existing employees of Harrison County for the year 2003.

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

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

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

THIS the 6th day of January 2003.

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Mr. Marlin R. Ladner, Board President, presented the framed resolution adopted by the Board of Supervisors on November 12, 2002 honoring Lieutenant Clay Daniels with the Sheriff's Department for his dedication to duty and the protection of the citizens of Harrison County.

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Mr. Lewis Gilbert appeared before the Board to complain about the poor manner his son, William Marshal Gilbert, was treated by the Sheriff's Department after a ticket was issued for a broken tag light on his vehicle, and trying to release him from jail by paying his bond in cash after his son was arrested for failure to appear in court.

After full discussion wherein a shortage of personnel at the Justice Court was discussed, Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER REQUESTING MAJOR BRISOLERA FROM THE SHERIFF'S
DEPARTMENT TO INVESTIGATE THIS MATTER TO REVIEW
POLICIES REGARDING MISDEMEANOR CHARGES AND JAIL TIME
AND TO REPORT HIS FINDINGS NO LATER THAN 30 DAYS FROM
THIS DATE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REQUEST Major Brisolera from the Sheriff's Department to investigate this matter to review policies regarding misdemeanor charges and jail time and to report his findings no later than 30 days from this date.

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 6th day of January 2003.

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Lolly Barnes, Historical Administrator, city of Biloxi, Department of Community Development and representatives of the Saenger Theatre for the Performing Arts appeared before the Board to discuss a \$200,000.00 funding by the County to complete the third phase of the renovation with restoration of the theatre's auditorium due to the fact that the bids came over the estimate.

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

**ORDER TAKING UNDER ADVISEMENT THE REQUEST OF THE
 SAENGER THEATRE FOR THE PERFORMING ARTS FOR FUNDING IN
 THE AMOUNT OF \$200,000.00**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY TAKE UNDER ADVISEMENT the request of the Saenger Theatre for the Performing Arts for funding in the amount of \$200,000.00.

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 6th day of January 2003.

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

**ORDER APPROVING ANNUAL PC AND COMPUTER NETWORK
SUPPORT AGREEMENT WITH PREMISE, INC. IN THE AMOUNT OF
\$850.00/MONTH AND LINE ITEM TRANSFER FROM 001-152-544
TO 001-152-553, AND AUTHORIZING THE BOARD PRESIDENT TO
EXECUTE SAID AGREEMENT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE annual PC and computer network support agreement with Premise, Inc. in the amount of \$850.00/month and line item transfer from 001-152-544 to 001-152-553, and authorizing the Board President to execute said agreement, same being as follows:

**PREMISE INC.
ANNUAL PC & COMPUTER NETWORK SUPPORT AGREEMENT**

This Support Agreement, by and between Premise, Inc., a Florida Corporation hereinafter referred to as Premise, and the Harrison County Mississippi Board of Supervisors, hereinafter referred to as "CLIENT". This Support Agreement applies to the CLIENT's PC and main IBM system computer network as described below. Support will be provide out of Premise's Mississippi support office.

This Agreement is for 120 hours of annual support services, to be allocated and billed on a monthly basis at ten (10) support hours per month. The Support Fee for network support services will be invoiced at \$850.00 /month

The initial agreement term is from 1 January 2003 To 31 December 2003 and renewed annually thereafter, at then current rates.

This Support Agreement will provide the following services:

- On-site services as required for troubleshooting, AS/400, security, wide area network(Cisco & Perle) and other network devices.
- Telephone Helpdesk for troubleshooting network problems
- Support services will cover the IBM AS/400 network, all county owned PCs running a supportable operating system, Internet attachment and email issues.
- Assist CLIENT in maintaining updates to Virus Protection software.
- Provide consulting services to county personnel concerning all computer and network issues.
- On-Site Assistance in upgrade of IBM AS/400 Operating System releases.

The CLIENT acknowledges that he has read this Agreement, the terms and conditions of which are set forth on this page and in the Support Agreement Terms and Conditions document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the CLIENT agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Premise, Inc.

J. Michael Purvis
Director of Marketing
Date: _____

Client: Harrison County Board of Supervisors
By: _____
Name: _____
Title: President
Date: _____

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PREMISE INC.
ANNUAL PC & COMPUTER NETWORK SUPPORT AGREEMENT

Support Agreement Terms and Conditions

1. This Agreement will remain in force from the Commencement Date until the Support Termination Date and will then be automatically extended for annual periods at then current rates. The CLIENT can terminate this Agreement at the end of any Support Period by returning the invoice without payment.
2. Premise will provide to CLIENT, Personal Computer and IBM AS400 Computer Network Support Services during Premise's normal working hours on a first-in, first-out basis. (8am - 5pm CST), based on problem severity. Following are support services to be provided under this Agreement:
 - (a) On-site services as required for troubleshooting, configuring PCs, printers and other network devices. PCs running Windows for Workgroups 3.11, UNIX, Macintosh, or Windows ME are not supported under this agreement.
 - (b) Telephone Helpdesk for troubleshooting network problems.
 - (c) Support services will cover the IBM AS/400 Ethernet and 5250 network, all county owned PCs, Ethernet network, Internet attachment and email issues.
 - (d) Assist CLIENT as backup support for DP personnel for network support during vacation, days off, etc.
 - (e) Provide consulting services to county personnel concerning all computer and network issues.
3. The 120 annual support hours will be spread out over the contract term with a monthly invoice for ten hours per month at a special rate of \$85.00 per hour. Any work done outside of the normal service hours is subject to be allocated at 1.5 times the standard rate plus expenses. Premise will maintain a log of services provided. A minimum of two hours will be charged for any on-site work required. Minimum telephone helpdesk services charge will be in fifteen (15) minute increments. CLIENT will be required to acknowledge on-site work perform by a work order sign-off. Premise and CLIENT will annually reconcile and provide credits or invoice for payment for the over/under hours utilized.
4. Actual travel expenses for on-site services will be invoiced to CLIENT as incurred.
5. The purchase of any hardware or software item required to establish or restore desired system functionality would be the responsibility of CLIENT. CLIENT will issue necessary purchase orders to procure the required item.
6. Reinstatement of this Agreement after having not been in force for sixty (60) days or less will be made retroactive to the date that the Agreement was terminated with no reinstatement charge.
7. The terms and conditions of this Agreement may be modified by Premise effective on the date of automatic renewal by providing the CLIENT with one month's prior written notice. Any such modification will apply unless the CLIENT exercises the option to terminate this Agreement.
8. Otherwise, this Agreement can only be modified by a written agreement duly signed by a person authorized to sign agreements on behalf of the CLIENT and Premise and variance from the terms and conditions of the Agreement in any CLIENT order or other modification will be of no effect.
9. Premise's services provided outside the scope of this agreement will be furnished at Premise's applicable time and material billing rate and terms then in effect.
10. Neither CLIENT nor Premise is responsible for failure to fulfill its obligations under this Agreement due to causes beyond their reasonable control.
11. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision that is held to be invalid.

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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 6th day of January 2003.

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(SUPERVISOR BOBBY ELEUTERIUS OUT ON VOTE)

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

**ORDER ACCEPTING THE LOW QUOTE OF T&T DATA SERVICES, INC.
 IN THE AMOUNT OF \$2,409.00 FOR PURCHASE OF A SERVER FOR
 IN-HOUSE INTERNET SERVICE TO ELIMINATE PROBLEMS WITH
 VIRUSES, AND LINE ITEM TRANSFER IN THIS AMOUNT FROM
 001-152-553 TO 001-152-919 TO COVER COST OF SAID
 PURCHASE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does **HEREBY ACCEPT** the low quote of T&T Data Services, Inc. in the amount of \$2,409.00 for purchase of a server for in-house Internet service to eliminate problems with viruses, said quotes being as follows:

T & T Data Services, Inc.

18538 Confederate Rd.
 Saucier, MS 39574
 (228) 831-0043

(228) 539-9840

November 27, 2002

QUOTE

For: Sue Shipman
 Harrison County
 23rd Ave Courthouse
 Gulfport, MS. 39501

By: Terri Moore
 T & T Data Services, Inc.
 18538 Confederate Rd.
 Saucier MS. 39574

Item	Quantity	Description	Price
1	1	Server comprised of : 7 Bay full-tower case dual redundant 300 watt power supplies PCI motherboard with 2.0 ghz XP Processor 512 meg memory Fast EIDE PCI controller 2 16550 Serial, 1 bi-directional parallel port 3.5" floppy 52X CD Rom Drive DVD Rom Drive AGP graphics accelerator with 32 meg (3) 36 GB SCSI drives Adaptec 2400S Raid Controller 3Com NIC Card Microsoft mouse and pad 104 enhanced keyboard Linux Red Hat Professional (1) year warranty	\$ 2,409.00

The above price(s) include shipping
 **** All items are subject to availability.****

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IBM xSeries Servers Quote

Harrison County

Greg Karpinsky

Price File Date: 22 November 2002

Part No.	Description	Qty.	Unit Price	Line Price	Adjusted Price	Adjusted Price
			(per unit)	(extended price)	(per unit)	(extended price)
			US Dollar	US Dollar	US Dollar	US Dollar
064730X	x225, Intel Xeon 2.4GHz/4x133MHz, 512KB, 512MB, D/Bay, 2x350W p/s, Tower 48X20 CD ROM, SVGA ATI Rage 128 SDRAM Std. and Max Manufacturers 1 Year Parts and Labor Warranty, can be upgraded to 3 years for \$149.00	1	\$1,879.00	\$1,879.00	\$1,803.00	\$1,803.00
3210776	16M 38 4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD	3	\$299.00	\$897.00	\$267.00	\$861.00
2216950	IBM 16X Max RAM-Read DVD-ROM Drive	1	\$89.00	\$89.00	\$86.00	\$86.00
WHF-0109US	Linux Professional - (ver. 8.0) - complete package - 1 user - STD - CD	1	\$149.00	\$149.00	\$139.00	\$139.00

\$ 2,839.00

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It is further,

ORDERED that the Board does HEREBY APPROVE line item transfer in this amount from 001-152-553 to 001-152-919 to cover cost of said purchase .

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	(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 6th day of January 2003.

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

**ORDER ACCEPTING THE LOW QUOTE OF T&T DATA SERVICES, INC.
 IN THE AMOUNT OF \$2,395.00 FOR PURCHASE OF A SERVER FOR
 USE AT THE CODE OFFICE, AND APPROVING LINE ITEM TRANSFER
 OF THIS AMOUNT FROM 001-152-553 TO 001-152-919 TO COVER
 COST OF SAID PURCHASE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT the low quote of T&T Data Services, Inc. in the amount of \$2,395.00 for purchase of a server for use at the Code Office, said quotes being as follows:

T&T Data Services, Inc.

18538 Confederate Road
 Saucier, Ms 39574
 (228)-831-0043
 Fax (228)-539-9840

November 27, 2002

*** Quote ***

For: Sue Shipman
 Harrison County
 P.O. Drawer GG
 Gulfport, MS. 39502

By: Terri Moore
 T&T Data Services, Inc.
 18538 Confederate Rd.
 Saucier, MS. 39574

Item	Quantity	Description	Price
1	1	Server comprised of: 7 Bay mid- tower case 300 watt power supply PCI motherboard with 2.0 Ghz XP PROCESSOR, 512 meg PC 2100 DDR Memory Fast IDE PCI controller 2 16550 Serial, 1 bi-directional parallel port 3.5" floppy (2) 40 gig IDE hard drives Adapter 1200-A Raid Controller AGP graphics accelerator with 32 meg DVD Rom Drive 52X CD Rom Drive 3Com NIC card 104 enhanced keyboard Windows 2000 Server 20 user licenses and media (1) year warranty	\$2,395.00

Items listed above are subject to availability.

The above price(s) include shipping.

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IBM xSeries Servers Quote

Harrison County

Greg Karpinsky

Price File Date: 22 November 2002

Part No.	Description	Qty	Quote Price	Quote Price	Adjusted price	Adjusted price
			(per unit)	(extended price)	(per unit)	(extended price)
			US Dollar	US Dollar	US Dollar	US Dollar
B40023X	x205, Intel P4 2.0GHz/4x100Mhz, 512KB, 256MB, 40GB EIDE, Tower 4RX20 CD ROM, 5VGA ATI Rage 9MB SDRAM Std. and Max Manufacturers 1 Year Parts and Labor Warranty, can be upgraded to 3 years for \$149.00	1	\$869.00	\$869.00	\$863.00	\$863.00
10K0067	256MB PC2100 CL2.5 ECC DDR SDRAM UDIMM	1	\$193.00	\$193.00	\$193.00	\$193.00
22P7157	IBM 40GB A1A-100 (EIDE) HDD	1	\$149.00	\$149.00	\$145.00	\$145.00
221P050	IBM 16X Max Rate-Read DVD-ROM Drive	1	\$86.00	\$86.00	\$86.00	\$86.00
C11-02999	Windows Server 2000, English, State and Local Government Pricing	1	\$925.63	\$925.63	\$925.63	\$925.63
C78-00902	Windows 2000 CAL, English, State and Local Government Pricing	20	\$36.86	\$737.20	\$36.86	\$737.20
		Total				

Items in red differ slightly from requested specifications.
Quote Valid for 90 days

2949.83

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It is further,

ORDERED that the Board does HEREBY APPROVE line item transfer of this amount from 001-152-553 to 001-152-919 to cover cost of said purchase.

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 6th day of January 2003.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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

ORDER ACCEPTING THE LOW QUOTE OF TRI-STATE CONSULTING SERVICES, INC. IN THE AMOUNT OF \$8,550.00 FOR PURCHASE OF ONE HP 1050C PLUS PLOTTER WITH TRADE IN OF HP750C PLOTTER AND SERVICE CONTRACT FOR PLOTTER, PAYABLE FROM 096-153-920

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT the low quote of Tri-State Consulting Services, Inc. in the amount of \$8,550.00 for purchase of one HP 1050C Plus plotter with trade in of HP750C plotter and service contract for plotter, payable from 096-153-920, said quotes being as follows:

Quotation

Quote Number: 0152BNOS

Quoted to:
Harrison County



P.O. Box 60264
Starkville, MS 39760
Phone: (662) 323-9454
Fax: (662) 324-1876
www.SynergeticsDCS.com

Contact: Sue Shipman
Phone: 228-865-4250
Fax: 228-865-4030

Terms Net 30 Days

Description	Unit Price	Qty	Extension
Harrison County Re: HP Plotter Attn: Sue Shipman			
HP 1050C Plus Plotter (Mfg PN: C6074B)	\$ 7,600.00	1.00	\$ 7,600.00
3 Year Next Business Day OnSite Service Pack for 1050C (Mfg PN: H5655E)	\$ 1,700.00	1.00	\$ 1,700.00

Subtotal	\$ 9,300.00
Sales Tax	
Total	\$ 9,300.00

Michael Duncan
Michael Duncan
Nov 25, 2002

Quote is valid for 45 days

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Tri-State Consulting Services, Inc.

312 Main St
 Philadelphia, MS 39350
 (601) 656-2569
 F (601) 656-6077

PO Box 160
 Cropwell, AL 35054
 (205) 338-1060
 F (205)338-1064

3 Central Plaza PMB 246
 Rome, GA 30161
 (706) 235-6345

November 22, 2002

Harrison County, Mississippi
 Hardware Proposal

Software:

Quantity:	Description:	Price:
1	Hewlett Packard HP1050C Plus Plotter	\$ 7,450.00
	or	
1	Hewlett Packard HP1050C Plus Plotter with trade-in of the HP750C Plotter	\$ 6,850.00
1	Service Pack for Plotter (3 years) (next business day, on site)	\$ 1,700.00

Thank you,



Terry Williams

NOTE: This quote is good for 30 days from the date of this proposal.

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

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

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

THIS the 6th day of January 2003.

* * *

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

**ORDER ACKNOWLEDGING RECEIPT OF AND APPROVING PETITIONS
FOR CHANGES TO THE 2002 REAL AND PERSONAL PROPERTY
ROLL, AS RECOMMENDED BY THE TAX ASSESSOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of and does HEREBY APPROVE petitions for changes to the 2002 Real and Personal Property Roll, as recommended by the Tax Assessor, same being as follows:

Parcel Number	Owner Name	Tax Dist	Land	Improve	Total	Change	SOS Apprival
0107-29-006-000	MALLEY, CLIFFORD	3M	1350	5524	6874	-699	00/00/0000
PPIN: 091278	Filed by: T CHANGED TO-->		651	5824			
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0107-29-006-000	MALLEY, CLIFFORD	3M	1290	1332	2622	-1237	00/00/0000
PPIN: 120992	Filed by: T CHANGED TO-->		30	43			
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0107-01-020-000	MCQUIRE, JAMES M & WINDONA	3M	1294	12584	13878	-4454	00/00/0000
PPIN: 075203	Filed by: T CHANGED TO-->		924	8190	9114		
Tax Year: 2002	Remarks: CLASS 1						
0108-05-004-000	LADNER, JAMES A & JANE E	3E	400	400	800	-390	00/00/0000
PPIN: 111742	Filed by: T CHANGED TO-->		10	10			
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0108-07-020-000	WHITE, LELIA BATTLE	3E	8198	453	8651	-7311	00/00/0000
PPIN: 054345	Filed by: T CHANGED TO-->		977	453	1330		
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0108-07-020-000	WHITE, LELIA BATTLE	3E	1037	1037	2074	-950	00/00/0000
PPIN: 114387	Filed by: T CHANGED TO-->		77	77			
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0109-20-001-007	DUBOISSON, STEVEN B & MAR	3E	1578	1578	3156	-1352	00/00/0000
PPIN: 105999	Filed by: T CHANGED TO-->		824	824			
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
02130-01-045-000	PARKER, JIMMY D & MF	30W	941	529	1470	-2338	00/00/0000
PPIN: 058449	Filed by: T CHANGED TO-->		827	4127	4954		
Tax Year: 2002	Remarks: CLASS 1-AG DELETED IN ERROR						
0304-09-002-000	CUEVAS, K C & WF -TL8-	3M	3445	9148	12593	-5101	00/00/0000
PPIN: 089713	Filed by: T CHANGED TO-->		3144	4318	7462		
Tax Year: 2002	Remarks: CLASS 1-RE DELETED IN ERROR						
0305-01-001-002	SESSIONS, PAULETTE D	3M	800	16975	17775	-5925	00/00/0000
PPIN: 112711	Filed by: T CHANGED TO-->		533	11317	11850		
Tax Year: 2002	Remarks: CLASS 1-AG HAS ON INCORRECT PCL						
0306-01-007-001	MORAN, CHESTER J & JE	3M	1500	20645	22145	-2045	00/00/0000
PPIN: 021345	Filed by: T CHANGED TO-->		1500		1500		
Tax Year: 2002	Remarks: DELETE IMP-NOT COMPLETE 1-1-2003						
0311-20-005-000	WAIN, CONSTRUCTION INC	3M	15417	10287	25704	-13615	00/00/0000
PPIN: 054895	Filed by: T CHANGED TO-->		1502	10387	11889		
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						

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F49E

RE: LRMWFT02 12/20/2002 10:47 Lenoirville Appraisal 2002
 Petitions And Actions Filed by Board of Supervisors and State Tax Commission
 Run Date: 12/01/2002 HR 12/20/2002
 Property Type: R REAL Report Sequence: PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	Dist	Land	Improve	Total	Change	EOS Appraisal
0310-25-005-002	DEAR POPPS PARTNERS INC	3RM	14591		14591		00/00/0000
PPIN: 105043	Filed By: T CHANGED TO-->		520		520	-14071	
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0310N-01-025-000	FIELDS, MICHELLE	3RM	2100	7345	10045		00/00/0000
PPIN: 065511	Filed By: T CHANGED TO-->		1490	5297	687	-3748	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
0311L-01-010-000	JONES, ETHEL ET AL	3RM	598	7792	8390		00/00/0000
PPIN: 065935	Filed By: T CHANGED TO-->		488	5195	5883	-2807	
Tax Year: 2002	Remarks: CLASS I						
0312M-02-042-000	SUTERA, T RICHARD	3P	5250	23164	28414		00/00/0000
PPIN: 073733	Filed By: T CHANGED TO-->		3500	15443	18943	-9471	
Tax Year: 2002	Remarks: CLASS I						
0313B-03-082-000	BELL, LARRY JOSEPH	3P	2288		2288		00/00/0000
PPIN: 060632	Filed By: T CHANGED TO-->		486		486	-1602	
Tax Year: 2002	Remarks: ERROR IN LAND ADJ						
0426-20-011-003	PARKER, DANIEL & LORETTA	3M	2244	5186	5430		00/00/0000
PPIN: 103889	Filed By: T CHANGED TO-->		1496	2124	3620	-1810	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
0405A-01-001-000	ALBERTSON, WILLIAM E	3E	2305	9515	11820		00/00/0000
PPIN: 099085	Filed By: T CHANGED TO-->		1538	6344	7882	-3940	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
04290-02-001-000	438EU, 154AC ET AL	3G					00/00/0000
PPIN: 059111	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: NO VALUE CHG-NAME CORRECTION ONLY TO FALK LEONARD J'S MARLENE G						
04103-02-022-000	TRAYLOR, JOYCE A & CHARLE	20	2287	7441	10228		00/00/0000
PPIN: 059073	Filed By: T CHANGED TO-->		1258	4921	5819	-2409	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
04103-04-032-000	ROBERTSON, WILLIAM B	2EN	1500	14593	16093		00/00/0000
PPIN: 060977	Filed By: T CHANGED TO-->		1000	9722	10722	-5361	
Tax Year: 2002	Remarks: CLASS I						
04130-02-004-000	MACCORMICK, GEORGE E ET A	3P	3772	1797	5570		00/00/0000
PPIN: 066213	Filed By: T CHANGED TO-->		41	1797	1838	-2732	
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0605H-01-007-001	JOHNSTON, PHILLIP TERRY	2M	8499		8499		00/00/0000
PPIN: 120859	Filed By: T CHANGED TO-->		647		647	-7852	
Tax Year: 2002	Remarks: AG VALUE						

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RPT: LRNF153 12/20/2002 10:47 Landroll Appraisal 2002
 Partitions And Actions Taken by Board of Supervisors and State Tax Commission
 Run Date: 12/01/2002 THUR 12/20/2002
 Report Sequence: PARCEL NUMBER

Property Type	Parcel Number	Owner Name	Dist	Assessed Land	Improve	Rate	Change	BOS Approval
R 254L	05110-03-106-000	LEIMER, MARILYN	01	2700	12312	15012	-5004	00/00/0000
	PPIN: 057125	Filed By: T CHANGED TO-->		1800	8808	10058		
	Tax Year: 2002	Remarks: CLASS TYPE DELETED IN ERROR & NAME CORRECTION TO D'NEAL, WAYNE & CHARLENE						
	0512F-01-018-000	JONES, CARRIE R	01	1189		1189	-848	00/00/0000
	PPIN: 097324	Filed By: T CHANGED TO-->		341		341		
	Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
	0512F-01-018-000	JONES, CARRIE R	01	385		385	-264	00/00/0000
	PPIN: 064514	Filed By: T CHANGED TO-->		182		182		
	Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
	0504J-01-020-000	BERMUDEZ, ALBERT W & SAND	2M	2204	14383	17389	-5852	00/00/0000
	PPIN: 092087	Filed By: T CHANGED TO-->		2128	9589	11727		
	Tax Year: 2002	Remarks: CLASS 1						
	0605 -02-001-015	FORTENBERRY, HOWARD JR &	2M	2020	17250	20810	-5770	00/00/0000
	PPIN: 109878	Filed By: T CHANGED TO-->		2020	11500	13540		
	Tax Year: 2002	Remarks: CLASS 1						
	0605 -02-025-002	WALLER, DAVID SHANNON	2M	2700	3397	4287	-2055	00/00/0000
	PPIN: 116021	Filed By: T CHANGED TO-->		1500	2392	4192		
	Tax Year: 2002	Remarks: CLASS 1						
	0607A-01-014-000	BRYAN, SAMUEL J & FRANCES	2K	3686	5847	13933	-4511	00/00/0000
	PPIN: 059592	Filed By: T CHANGED TO-->		2457	6545	9022		
	Tax Year: 2002	Remarks: CLASS 1						
	0609 -12-025-000	STURLET, SEAN J & ANITA L	2K	2550	13998	14548	-5516	00/00/0000
	PPIN: 117272	Filed By: T CHANGED TO-->		1700	9392	11032		
	Tax Year: 2002	Remarks: CLASS 1-RE DELETED IN ERROR						
	06050-01-002-000	ENFOTY, DON E & GAIL T	2K	570	13505	14373	-3805	00/00/0000
	PPIN: 045750	Filed By: T CHANGED TO-->		570	10000	14570		
	Tax Year: 2002	Remarks: ERROR IN CONDITION OF IMP						
	06081-01-001-025	STERLING DEVELOPMENT LLC	2K	2550	15179	17229	-15179	00/00/0000
	PPIN: 115657	Filed By: T CHANGED TO-->		2550		2550		
	Tax Year: 2002	Remarks: DELETE IMP-CONTRACTORE AFFIDAVIT FILED						
	0611K-01-011-004	HARVEY, JAMES A & MARY FI	2L					00/00/0000
	PPIN: 117235	Filed By: T CHANGED TO-->						
	Tax Year: 2002	Remarks: NO VALUE C/O-NAME CORRECTION ONLY TO SCOTT, PATRICK A						
	0611N-04-223-000	FINZ, DAVID L III	3C	1800	2438	2719	-2840	00/00/0000
	PPIN: 058563	Filed By: T CHANGED TO-->		1200	5278	4478		
	Tax Year: 2002	Remarks: CLASS 1-RE DELETED IN ERROR						

Property Type: R REAL Report Sequence: PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	Tax Dist	Assessed		Total	Change	SOS Approval
			Land	Improve			
06110-01-037.000 PPIN: 120115 Tax Year: 2002	NECAISE, MARGARET W Filed By: T CHANGED TO--> Remarks: NO VALUE CHG-NAME CORRECTION ONLY TO HUGHES, DONALD C	3L					00/00/0000
0611P-01-003.003 PPIN: 099150 Tax Year: 2002	DROUILHET, PATRICK M & CY Filed By: T CHANGED TO--> Remarks: CLASS 1	3L	4500 3000	15556 10370	20056 13370	-6686	00/00/0000
0611P-05-044.000 PPIN: 038735 Tax Year: 2002	HUGHES, DONALD C Filed By: T CHANGED TO--> Remarks: NO VALUE CHG-NAME CORRECTION ONLY TO NECAISE, MARGARET W	3L					00/00/0000
0612A-04-052.000 PPIN: 037596 Tax Year: 2002	CASTLEBERRY, JOHN E & MAR Filed By: T CHANGED TO--> Remarks: CLASS 1-HE DELETED IN ERROR	3L	4538 3025	14726 9818	19264 12843	-6421	00/00/0000
0612A-04-052.001 PPIN: 114750 Tax Year: 2002	CASTLEBERRY, MARY D Filed By: T CHANGED TO--> Remarks: CLASS 1 - PART OF RE	3L	2363 1575		2363 1575	-788	00/00/0000
0612B-03-030.000 PPIN: 037552 Tax Year: 2002	SPAYDE, BARBARA F Filed By: T CHANGED TO--> Remarks: CLASS 1-HE DELETED IN ERROR	3L	3750 2500	7603 5059	11353 7569	-3784	00/00/0000
0612B-03-038.004 PPIN: 121473 Tax Year: 2002	KING, MICHAEL FRANKLIN & Filed By: T CHANGED TO--> Remarks: CLASS 1-HE DELETED IN ERROR	3L	3750 2500	5712 3808	9462 6308	-3154	00/00/0000
0612E-01-038.000 PPIN: 086781 Tax Year: 2002	LYDNE, OSCAR JR Filed By: T CHANGED TO--> Remarks: CLASS 1	3L	1650 1100	4458 2972	6108 4072	-2036	00/00/0000
0612H-02-001.006 PPIN: 106215 Tax Year: 2002	RAMAGE PAMELA D & KEVIN - Filed By: T CHANGED TO--> Remarks: LEASE W/LONG BEACH PORT COMM CANCELLED	3L	1018		1018	-1018	00/00/0000
0702N-02-001.000 PPIN: 074700 Tax Year: 2002	CHRISTENSEN, CARL C & WF Filed By: T CHANGED TO--> Remarks: AG VALUE DELETED IN ERROR	5M	1272 543	9479 9479	10751 10022	-729	00/00/0000
0704F-01-007.000 PPIN: 074861 Tax Year: 2002	LAPEYROUSE, DEBORAH C GIL Filed By: T CHANGED TO--> Remarks: CLASS 1-HE DELETED IN ERROR	2M	3822 2548	18912 12628	22734 15156	-7578	00/00/0000
0705 -07-001.000 PPIN: 074542 Tax Year: 2002	TCB CONSTRUCTION CO & JOH Filed By: T CHANGED TO--> Remarks: AG VALUE DELETED IN ERROR	2M	16450 1295		16450 1295	-15154	00/00/0000

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FASE

LRMNF53 12/20/2002 10:47 Landroll Approval 2002
 Sessions And Actions Taken by Board Of Supervisors and State Tax Commission
 For Date: 12/01/2002 THUR 12/20/2002
 Report Sequence: PARCEL NUMBER

Parcel Number	Owner Name	Dist	Land	Improve	Total	Change	GIS Approval
0705-07-015-000	WITTENBRE, EARL C JR	SM	16475	17753	34228		00/00/0000
PPIN: 091828	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0705D-01-002-000	MORTON, HELEN G	SM	15585	8245	24831		00/00/0000
PPIN: 074920	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0705-20-013-000	PARKER, ROBERT	SM	14115	938	15053	-15178	00/00/0000
PPIN: 091828	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0708A-01-004-000	SMALLWOOD, JOY R	SM	15711	8205	23916		00/00/0000
PPIN: 055724	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0708E-01-024-000	TINGLE, CHARLES W WF	SM	14367	3035	17402		00/00/0000
PPIN: 057438	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0708F-01-004-000	MORRISON, J W MRS ET AL	SM	900	4275	5175		00/00/0000
PPIN: 057513	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: EXEMPT-NOW THE CHRIST CHURCH						
0709A-02-017-000	RUTHS, SHERMAN C JR	SM	13719	959	14678		00/00/0000
PPIN: 059155	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0709D-01-001-000	REDD, GORDON L SR & MABLE	SM	5112	15611	20723		00/00/0000
PPIN: 058194	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0709E-01-002-000	REDD, GORDON L JR ET AL	SM	17620	541	18161		00/00/0000
PPIN: 058193	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0711F-02-209-000	JAMES, CARL LESTER SR	AG	490	2584	3074		00/00/0000
PPIN: 034025	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
0711K-03-035-000	SANDIFFER, ROSA M	AG	1239	7560	8799		00/00/0000
PPIN: 051225	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: CLASS I						
0711L-03-004-001	SKINNER, CHEYENNE & PHILI	3L	3000	13275	16275		00/00/0000
PPIN: 052323	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						

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PARCEL NUMBER	OWNER NAME	Tax Dist	Assessed Land	Assessed Improve	Total	Change	BOS Approval
0801-27-002-001	ROBERTS, DELTON M & DEEFA	5M	833	8827	7650		00/00/0000
PPIN: 090185	Filed By: T CHANGED TO-->		593	4552	5135	-2535	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
0805-21-002-000	WILDE, VALENTINE HENRY	2K	14449		14449		00/00/0000
PPIN: 091354	Filed By: T CHANGED TO-->		875		875	-13767	
Tax Year: 2002	Remarks: A2 VALUE DELETED IN ERROR						
0806-21-005-000	LEE, J T & SYLVIA L/VE	2K	17663	3304	20557		00/00/0000
PPIN: 091305	Filed By: T CHANGED TO-->		2451	3304	5755	-15212	
Tax Year: 2002	Remarks: A5 VALUE DELETED IN ERROR						
0806-21-001-015	WHITWORTH, BROCK H	2K	2550	25859	28509		00/00/0000
PPIN: 113568	Filed By: T CHANGED TO-->		1700	17106	18806	-9403	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
0807C-01-003-000	COLLINS, BOYCE D & WF	2B0	900	1990	2890		00/00/0000
PPIN: 053302	Filed By: T CHANGED TO-->		600	1300	1900	-990	
Tax Year: 2002	Remarks: CLASS I						
0807C-01-004-000	COLLINS, BOYCE D & ELLEN	2B0	900	7874	8774		00/00/0000
PPIN: 053301	Filed By: T CHANGED TO-->		500	5249	5749	-2925	
Tax Year: 2002	Remarks: CLASS I						
0807F-01-005-039	MCNAIR, RUBY H	2B0	2100	14171	15271		00/00/0000
PPIN: 114725	Filed By: T CHANGED TO-->		1400	9447	10847	-5424	
Tax Year: 2002	Remarks: CLASS I						
0807G-01-010-045	BUCKNER, BEULAH M	2B0	3000	14224	17224		00/00/0000
PPIN: 11419	Filed By: T CHANGED TO-->		2000	9463	11463	-5741	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
0808B-04-105-000	STABLER, DENNIS & SHELIA	2B0	1500	9798	11298		00/00/0000
PPIN: 046024	Filed By: T CHANGED TO-->		1000	6526	7526	-3773	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
0808B-01-025-010	GULFPORT CITY OF	4B0	500		500		00/00/0000
PPIN: 053009	Filed By: T CHANGED TO-->					-600	
Tax Year: 2002	Remarks: SHOULD BE EXEMPT-BELONGS TO CITY OF GULFPORT						
0808C-02-001-022	GULF BREEZE PROPERTIES LL	2B	5622	111246	116868		00/00/0000
PPIN: 112408	Filed By: T CHANGED TO-->		5527	97360	102887	-14122	
Tax Year: 2002	Remarks: DELETE 1 OF 2 IMP-SHOULD HAVE ONLY 1 IMP FOR 2002						
0809F-02-001-023	WHITNEY NATIONAL BANK-LES	2B	1418		1418		00/00/0000
PPIN: 117733	Filed By: T CHANGED TO-->					-1418	
Tax Year: 2002	Remarks: DELETE PC-LEASE CANCELLED WAIRPORT AUTHORITY						

RR: LRMP2002 10 47 Landroll Appraisal 2002
 Petitions And Actions Taken by Board Of Supervisors and State Tax Commission
 Run Date: 12/01/2002 THUR 12/20/2002
 Property Type: R REAL
 Report Sequence: PARCEL NUMBER

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Parcel Number	Owner Name	Tax Dist	Land Assessed	Improve	Total	Change	BOE Approval
0809-02-001-030	GULF BREEZE PROPERTIES LL	28	2222	118973	121195	-112973	00/00/0000
PPIN: 121549	Filed By: T CHANGED TO-->		2222		2222		
Tax Year: 2002	Remarks: DELETE IMP-DBL ASSESSED W/ANOTHER PCL						
0910E-02-034-000	JENNY TORIE SR	400	180	10952	10952	-10053	00/00/0000
PPIN: 050992	Filed By: T CHANGED TO-->		180		180		
Tax Year: 2002	Remarks: DELETE IMP-DBL ASSESSED W/PCL 810E 2-35						
0910E-01-044-000	FAIRLEY, Gwendolyn H	405	146	1754	1900	-433	00/00/0000
PPIN: 051339	Filed By: T CHANGED TO-->		95	1159	1257		
Tax Year: 2002	Remarks: CLASS IME DELETED IN ERROR						
0810N-01-049-000	KELLY, JOHN M & BRAZEL	40	146	1446	1446	-482	00/00/0000
PPIN: 035276	Filed By: T CHANGED TO-->		924	564	564		
Tax Year: 2002	Remarks: CLASS I & NAME CORRECTION TO BRAZEL, ANGELA D						
0810N-04-044-000	ALISON, RACHEL	40	1193	4247	5440	1847	00/00/0000
PPIN: 035045	Filed By: T CHANGED TO-->		795	3358	3693		
Tax Year: 2002	Remarks: CLASS I IME DELETED IN ERROR						
0901-03-013-001	JONES, CALVIN LYNN	5M	2924	2924	2924	-2372	00/00/0000
PPIN: 117234	Filed By: T CHANGED TO-->		92		92		
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0901-03-013-002	JONES, MELTON L JR	5M	1095	1095	1095	-1044	00/00/0000
PPIN: 117403	Filed By: T CHANGED TO-->		41		41		
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0901-03-013-004	JONES, DANIEL LAMAR & ELI	5M	4074	4074	4074	-3585	00/00/0000
PPIN: 117405	Filed By: T CHANGED TO-->		388		388		
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0901-03-013-005	CHRISTENSEN, MILDRED A &	5M	1260	1260	1260	-1203	00/00/0000
PPIN: 121340	Filed By: T CHANGED TO-->		57		57		
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0901-03-013-006	CHRISTENSEN, JAMES ALBERT JR	5M	1500	1500	1500	-1442	00/00/0000
PPIN: 121341	Filed By: T CHANGED TO-->		38		38		
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
0903-13-039-000	NOBLE, ALLEN K & MARY W	5M	790	1713	2453	-1425	00/00/0000
PPIN: 078205	Filed By: T CHANGED TO-->		750	88	88		
Tax Year: 2002	Remarks: TDBL WIDE SOLE & REGISTERED IN JACKSON CO						
0903-24-014-002	WADSWORTH, DALE A JR & ANA SM	5M	1715	1535	1722	-1535	00/00/0000
PPIN: 115002	Filed By: T CHANGED TO-->		1715		1715		
Tax Year: 2002	Remarks: DELETE IMP-NOT COMPLETE 1-1-0002						

Run Date: 12/01/2002 Run By: Board of Supervisors and State Tax Commission
 Report Sequence: PARCEL NUMBER

PROPERTY TYPE: R REAL
 APPRAISAL: 12/20/2002 10:47
 REPORTING: 12/20/2002

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 Petitions And Actions Taken by Board Of Supervisors and State Tax Commission
 Run Date: 12/01/2002 THUR 12/20/2002
 Report Sequence: PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	Tax Dist	Assessed Land	Improve	Total	Charge	RCS Approval
0008D-01-126-000	HAMILTON & LOVELESS INC	400	1800		1800	-1500	00/00/0000
PPIN: 109343	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: EXEMPT-BELONGS TO CITY OF GULFPORT						
0508J-01-001-001	REED, PAUL D & CONNIE L	400	1500	7820	9320	-9107	00/00/0000
PPIN: 098802	Filed By: T CHANGED TO-->			5213			
Tax Year: 2002	Remarks: CLASS 1						
0909J-00-001-000	BROWN, PAUL & LILAH	20	7500	10216	17716	-8508	00/00/0000
PPIN: 029250	Filed By: T CHANGED TO-->		5000	5211	11811		
Tax Year: 2002	Remarks: CLASS 1						
0510G-03-015-000	VIDOR, WALTER S LVE	20	4000		4000	-1500	00/00/0000
PPIN: 028520	Filed By: T CHANGED TO-->		2500		2500		
Tax Year: 2002	Remarks: ERROR IN LAND VALUE						
0510G-03-014-000	VIDOR, WALTER S LVE	20	4000		4000	-1500	00/00/0000
PPIN: 029557	Filed By: T CHANGED TO-->		2500		2500		
Tax Year: 2002	Remarks: ERROR IN LAND VALUE						
0510G-03-015-000	VIDOR, WALTER S LVE	20	3500	8988	11588	-1000	00/00/0000
PPIN: 093335	Filed By: T CHANGED TO-->		2500	5998	10998		
Tax Year: 2002	Remarks: ERROR IN LAND VALUE						
0510G-03-015-002	VIDOR, WALTER S LVE	20	10500		10500	-9000	00/00/0000
PPIN: 103039	Filed By: T CHANGED TO-->		7500		7500		
Tax Year: 2002	Remarks: ERROR IN LAND VALUE						
0510G-03-016-000	BROWNE, FAY TEMPLE	20	11250	2141	13391	-8750	00/00/0000
PPIN: 029555	Filed By: T CHANGED TO-->		7500	2141	9641		
Tax Year: 2002	Remarks: ERROR IN LAND VALUE						
0510I-03-009-001	JACKSON, WILLIE WARE & MA	40	2027		2027	-275	00/00/0000
PPIN: 082105	Filed By: T CHANGED TO-->		1352		1352		
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
0510I-03-009-002	JACKSON, WILLIE WARE & MA	40	5098	18122	21250	-7083	00/00/0000
PPIN: 102681	Filed By: T CHANGED TO-->		3052	10775	14167		
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
0510I-03-009-003	JACKSON, WILLIE WARE & MA	40	4070		4070	-1356	00/00/0000
PPIN: 112813	Filed By: T CHANGED TO-->		2714		2714		
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
0510K-01-027-000	GIBSON, ANNIE B & SMITH	20	2750	5185	5935	-2979	00/00/0000
PPIN: 023502	Filed By: T CHANGED TO-->		2500	3459	5959		
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						

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 Positions And Actions Taken by Board Of Supervisors and State Tax Commission
 Run Date: 12/01/2002 THUR 12/20/2002
 Report Sequence: PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	Tax Dist	Assessed Land	Assessed Improve	Total	Change	BOS Approval
0510M-01-067-000	SWITZER, CALVIN M -ESTATE	40	557		557		00/00/0000
PPIN: 092075	Filed By: T CHANGED TO-->		371		371	-186	
Tax Year: 2002	Remarks: CLASS I-PART OF HE						
0510M-01-067-001	SWITZER, CALVIN M -ESTATE	40	1571	4050	5721		00/00/0000
PPIN: 032458	Filed By: T CHANGED TO-->		1114	2705	3819	-1507	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
05110-01-090-000	JOHNSON, DWAN S	40	878	3124	4004		00/00/0000
PPIN: 027343	Filed By: T CHANGED TO-->		595	2084	2679	-1335	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
1005-05-004-001	PAULK, LINDA S	50	4736	358	5094		00/00/0000
PPIN: 105191	Filed By: T CHANGED TO-->		3306	358	3666	-1428	
Tax Year: 2002	Remarks: TO CORRECT AGREEASE FROM 5.75 TO 3.4						
1007L-02-045-000	WICKS, ROBERT G -TRUSTEE-	200	300		300		00/00/0000
PPIN: 045351	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: DELETE POL - PART OF COMAN LORRAINE ROAD						
1008P-03-002-010	WEST, ROGER J & ANITA R	200	3000	10975	13975		00/00/0000
PPIN: 112788	Filed By: T CHANGED TO-->		2000	9317	11317	-2658	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
1010E-01-005-000	DANIELS, STANLEY J	20	1998	777	2775		00/00/0000
PPIN: 020654	Filed By: T CHANGED TO-->		1998		1998	-777	
Tax Year: 2002	Remarks: DELETE IMP TORN DOWN						
1010J-01-092-003	ALFONSO, DONALD J & SHERR	50	4000	21550	25550		00/00/0000
PPIN: 093791	Filed By: T CHANGED TO-->		4000	14357	18357	-6193	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
1010J-02-007-000	LAYTON, KEVIN J & ESMERAL	50	3155	15950	20105		00/00/0000
PPIN: 057574	Filed By: T CHANGED TO-->		3155		3155	-1690	
Tax Year: 2002	Remarks: DELETE IMP-NOT COMPLETE I-1-2002-SEE CERTIFICATE OF OCCUPANCY						
1010K-03-101-000	EIDY, WILLIAM F SR & RUTH	50	3750	5907	9657		00/00/0000
PPIN: 031347	Filed By: T CHANGED TO-->		2500	3929	6429	-3228	
Tax Year: 2002	Remarks: CLASS I						
1010M-05-016-000	DAVIS, GLEVIA	40	1187	2654	3841		00/00/0000
PPIN: 034255	Filed By: T CHANGED TO-->		791	1743	2534	-1271	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
1010O-02-052-000	JOHNSON, JOHN EDGAR III &	50	53438	35750	89188		00/00/0000
PPIN: 052425	Filed By: T CHANGED TO-->		35625	23563	59188	-29740	
Tax Year: 2002	Remarks: CLASS I						

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 Run Date: 12/01/2002 THUR 12/20/2002
 Report Sequence: PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	Dist	Land	Improve	Total	Change	ACS Approval
1106-18-008-054	SOUTHERN RESIDENTIAL HOME	50	3750		3750		00/00/0000
FPIN: 111420	Filed By: T CHANGED TO-->		1875		1875	-1875	
Tax Year: 2002	Remarks: ERROR IN LAND VALUE						
11040-01-002-070	KEESAN, JOHN A & WF	54	1110		1110		00/00/0000
FPIN: 102265	Filed By: T CHANGED TO-->		40		40	-1061	
Tax Year: 2002	Remarks: AG VALUE DELETED IN ERROR						
11080-01-005-016	FLUMMER, C M ET AL	58A	2700	15578	18278		00/00/0000
FPIN: 115593	Filed By: T CHANGED TO-->		1900	10585	12485	-6193	
Tax Year: 2002	Remarks: CLASS I						
1108E-02-002-000	BOVETT, RILBERD Y -L-5	58A	2510	5275	7785		00/00/0000
FPIN: 052862	Filed By: T CHANGED TO-->		2572	3517	6189	-2299	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
1109H-02-071-003	RODI, THOMAS J MOST REV B	5B	6000	21322	27322		00/00/0000
FPIN: 119751	Filed By: T CHANGED TO-->						
Tax Year: 2002	Remarks: EXEMPT-BELONGS TO CATHOLIC DIOCESE OF BILLOXI						
1110A-01-045-015	WOOTEN, TODD A & MAUREEN	5B	6000	24775	30775		00/00/0000
FPIN: 116421	Filed By: T CHANGED TO-->		4000	16517	20517	-10259	
Tax Year: 2002	Remarks: CLASS I						
1110B-01-001-193	REYNOLDS, THOMAS L SR & T	5B	6000	25992	31992		00/00/0000
FPIN: 116358	Filed By: T CHANGED TO-->		6000		6000	-29992	
Tax Year: 2002	Remarks: DELETE IMP-NOT FINISHED 1-1-2002						
1205P-01-001-000	MASON, VERA C	1A	3553	522	3775		00/00/0000
FPIN: 091627	Filed By: T CHANGED TO-->		2792	3651	6423	-2648	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
12100-01-069-000	POOLE, CHARLES B & SANDRA	5B	3000	4970	7970		00/00/0000
FPIN: 002850	Filed By: T CHANGED TO-->		2000	3513	5513	-2457	
Tax Year: 2002	Remarks: CLASS I-PE DELETED IN ERROR						
1210H-05-100-000	SHIFFER, JAMES K & NADMI	5E	3000	3587	6587		00/00/0000
FPIN: 004520	Filed By: T CHANGED TO-->		2000	2098	4098	-2489	
Tax Year: 2002	Remarks: CLASS I-HE DELETED IN ERROR						
1307A-C0-079-002	BRANKLEY, FRANGE M & WF	10A	2350	8977	10627		00/00/0000
FPIN: 097803	Filed By: T CHANGED TO-->		1500	5565	7065	-3562	
Tax Year: 2002	Remarks: CLASS I						
1309A-03-042-000	CHAPAY, JOHN JOSEPH JR &	10W	2250	7495	9745		00/00/0000
FPIN: 018104	Filed By: T CHANGED TO-->		1500	4590	6090	-3655	
Tax Year: 2002	Remarks: CLASS I						

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 Petitions And Actions Taken by Board Of Supervisors and State Tax Commission
 Run Date: 12/01/2002 THUR 12/30/2002
 Report Sequence: PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	Dist	Land	Improve	Total	Change	BOS Approval
1410E-04-02A/2000	FRANZEN, LINDA H	13	2640	7502	10142		80/03/0000
PPIN: 012124	Filed By: T		1760	8022	6782	-3350	
Tax Year: 2002	Remarks: CLASS 1						
1410L-04-01A/0000	ASPAHAM, M MARK JR	1B	1121	1344	12065		00/00/0000
PPIN: 054938	Filed By: T		5261		5791	-7104	
Tax Year: 2002	Remarks: DELETE IMPG-TORN DOWN ALSO ERROR IN LAND ADJ						
REAL PROPERTY TOTALS							
TOTAL INCREASE						1847	
TOTAL DECREASE						-74125	
FINAL REAL TOTALS						1847	
TOTAL INCREASE						-742972	
TOTAL DECREASE						-741125	
FINAL PERSONAL TOTALS							
TOTAL INCREASE							
TOTAL DECREASE							

Petitions And Actions Taken by Board Of Supervisors and State Tax Commission

Run Date: 12/01/2002 THUR 12/20/2002

Property Type: P PERSONAL Report Sequence: OWNER NAME

OWNER NAME	PPIN NUMBER	Tax Dist	Col 1	Col 2	Col 3	Col 4	Total	Change	BOS Approval
ADMINISTRATIVE BILLI	19288	B	473				473		00/00/0000
PARCEL: 1210-K-03-115-000 Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: BUS CLOSED 12/2001									
ALSTON AMUSEMENT	7006	G			99041		99041		00/00/0000
PARCEL: L Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: SHOULD BE ASSESSED TO PPIN 7888									
ALWAYS MONUMENT CDM	13805	60	217				217		00/00/0000
PARCEL: 0806-D-02-119-000 Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: BUSINESS CLOSED 12-31-2001									
BILL BRYANT INSURANC	1715	G	83				83		00/00/0000
PARCEL: 0911-D-06-001-000 Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: BUSINESS CLOSED BEFORE TAX LIEN DATE									
BUSH OFFICE SUPPLY	13538	G	461				461		00/00/0000
PARCEL: 0910-P-05-052-000 Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: BUSINESS CLOSED OCT 2000									
CAPTAIN'S TREASURES	17575	L	72		132		204		00/00/0000
PARCEL: 0612-D-03-038-000 Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: BUSINESS CLOSED JAN 1, 2002									
COMPUTER SALES INTER	15807	60			92		92		00/00/0000
PARCEL: L Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: EQUIPMENT REMOVED PRIOR TO LIEN DATE									
COFA CAPITAL CORPORA	15091	G	735		275		1010		00/00/0000
PARCEL: L Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: EQUIPMENT REMOVED FROM COUNTY BEFORE TAX LIEN DATE									
E A HELWICK ELECTRON	744	G	1536			14471	16007		00/00/0000
PARCEL: 0811-F-05-051-000 Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: REMOVE 10% PENALTIES 5 YEARS									
FOREYTHE MCARTHUR	16799	G			1375		1375		00/00/0000
PARCEL: L Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: DBO ASSESSED W/LEASED EQUIP									
HILL ROM COMPANY INC	19213	B			6062		6062		00/00/0000
PARCEL: L Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: INCORRECT DEPRECIATION									
HILL ROM COMPANY INC	19216	60			171		171		00/00/0000
PARCEL: L Filed By: T CHANGED TO-->									
Tax Year: 2002 Remarks: INCORRECT DEPRECIATION									

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Property Type	F	PERSONAL	Report Sequence	OWNER NAME	Tax Dist	Col 1	Col 2	Col 3	Col 4	Total	Change	BOC Approval	PAGE
RLC FINANCIAL INC	18723	30								300	-300	00/00/0000	1
Filed By: T CHANGED TO-->													
PARCEL: L													
Tax Year: 2002 Remarks: EQUIPMENT REMOVED PRIOR TO LIEN DATE													
HYDRAULICS/PNEUMATICS	17449	0	893							1580	2459	00/00/0000	
Filed By: T CHANGED TO-->													
PARCEL: 0610-N-02-024-000													
Tax Year: 2002 Remarks: INVENTORY REPORTED INCORRECTLY													
JAVA JOE'S COFFEE HQ	17083	B	2241							102	2343	00/00/0000	
Filed By: T CHANGED TO-->													
PARCEL: 1410-K-03E119-000													
Tax Year: 2002 Remarks: DBB 2000													
JONES W SONS CORP MA	13712	00	1268							500	1568	00/00/0000	
Filed By: T CHANGED TO-->													
PARCEL: 2807-L-01-008-001													
Tax Year: 2002 Remarks: DBL ASSESSED W/PPIN 11077													
KONICA U S A	17359	0W								8233	-8236	00/00/0000	
Filed By: T CHANGED TO-->													
PARCEL: L													
Tax Year: 2002 Remarks: EQUIPMENT REMOVED PRIOR TO LIEN DATE													
MIRACLE CLEANERS & L	13810	0								3334	-3334	00/00/0000	
Filed By: T CHANGED TO-->													
PARCEL: 0611-E-04-096-000													
Tax Year: 2002 Remarks: BUSINESS CLOSED END OF 2000													
MONITOR REDX INC	16505	0	66							66	-66	00/00/0000	
Filed By: T CHANGED TO-->													
PARCEL: L													
Tax Year: 2002 Remarks: EQUIPMENT REMOVED BEFORE TAX LIEN DATE													
NEILL GAS CO MARING	16724	A								1225	-1225	00/00/0000	
Filed By: T CHANGED TO-->													
PARCEL: L													
Tax Year: 2002 Remarks: EQUIPMENT REMOVED 11/01 BEFORE TAX LIEN DATE													
NICK'S BEACHSIDE PIZ	11481	L	3702							4791	-4791	00/00/0000	
Filed By: T CHANGED TO-->													
PARCEL: 0612-M-01-002-000													
Tax Year: 2002 Remarks: DBL ASSESSED W/PPIN 17778													
PATRICK SALES INC	16550	M	316							632	-632	00/00/0000	
Filed By: T CHANGED TO-->													
PARCEL: 0704-31-002-000													
Tax Year: 2002 Remarks: DBL ASSESSED W/PPIN 18937													
PLAY IT AGAIN SPORTS	12891	B	355							21221	21906	00/00/0000	
Filed By: T CHANGED TO-->													
PARCEL: 1110-M-01-001-000													
Tax Year: 2002 Remarks: INVENTORY NOT RENDERED CORRECTLY													
ROBINHOOD DENTAL CAR	18839	M	2077							2077	-2077	00/00/0000	
Filed By: T CHANGED TO-->													
PARCEL: 0705-L-02-012-000													
Tax Year: 2002 Remarks: BUS CLOSED JUNE 2001													

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RMPT55 12/20/2002 10:51 Landroll Appraisal 2002
Petitions And Actions Taken by Board of Supervisors and State Tax Commission
Run Date: 12/01/2002 THUR 12/20/2002
Report Sequence: OWNER NAME

Property Type: PERSONAL

Table with columns: OWNER NAME, PIN NUMBER, Tax, Dist, Col 1, Col 2, Col 3, Col 4, Total, Change, BGS Approval. Rows include SAV IT WITH FLOWERS, STARR OPTICAL DISPEN, STUDIO INN, TELELEASING ENTERPRI, VERTIS INC.

Summary rows: PERSONAL PROPERTY TOTAL, FINAL PERSONAL TOTALS, TOTAL INCREASE, TOTAL DECREASE.

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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 6th day of January 2003.

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

**ORDER APPROVING PETITIONS TO INCREASE THE 2002 PERSONAL
PROPERTY ROLL, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE petitions to increase the 2002 Personal Property Roll, as listed:

1. PPIN# 7886 Lamar Advertising (District G).
2. Fleet Capital Leasing Healthcare Finance (District GO).

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 6th day of January 2003.

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

**ORDER APPROVING PETITIONS TO INCREASE THE REAL PROPERTY
ROLLS FOR THE YEAR OF 2001, 2000 AND 1999 FOR PARCEL, AS
LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE petitions to increase the Real Property Rolls for the year of 2001, 2000 and 1999 for parcel, as listed:

1. 0809P-02-001.022.

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 6th day of January 2003.

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

**ORDER APPROVING PETITIONS TO INCREASE THE REAL PROPERTY
ROLL FOR YEARS 2002 AND 2001 FOR PARCELS AS, LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE petitions to increase the real property roll for years 2002 and 2001 for the following parcels:

1. 0809P-02-001.026
2. 0809P-02-001.025

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 6th day of January 2003.

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

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

**ORDER APPROVING AMENDMENT TO THE TAX ASSESSOR'S
 BUDGET FOR EMPLOYMENT OF ONE, TEMPORARY, FULL-TIME
 EMPLOYEE IN THE BILOXI OFFICE, AT THE RATE OF \$1274.00 PER
 MONTH, PLUS FRINGES, FOR A PERIOD OF FOUR MONTHS,
 EFFECTIVE JANUARY 2, 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE amendment to the Tax Assessor's budget for employment of one, temporary, full-time employee in the Biloxi office, at the rate of \$1274.00 per month, plus fringes, for a period of four months, effective January 2, 2003 .

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

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

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

THIS the 6th day of January 2003.

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

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

**ORDER ACKNOWLEDGING RECEIPT OF VARIOUS CHECKS AND CASH
TOTALING \$1,278.00 RECEIVED BY THE TAX ASSESSOR AS FEES
COLLECTED FOR COPIES OF MAPS AND REAL PROPERTY DATA
RELEASED FOR THE MONTH OF OCTOBER 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 \$1,278.00 received by the Tax Assessor as fees collected for copies of maps and real property data released for the month of October 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 6th day of January 2003.

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

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

ORDER APPROVING TRAVEL, AS LISTED

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

Tal Flurry, Tax Assessor and two deputies to attend the Mid-Winter Legislative Conference and Gulf Coast Legislative Reception to be held January 13-15, 2003, in Jackson at an estimated amount of \$969.00 .

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

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

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

THIS the 6th day of January 2003.

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

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

**ORDER APPROVING PURCHASE OF TWO MID-TOWER COMPUTER
SYSTEMS FROM T & T DATA SERVICES, INC., IN THE AMOUNT OF
\$1,395.00 EACH, PAYABLE FROM INTERFACE FUNDS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE purchase of two Mid-Tower computer systems from T & T Data Services, Inc., in the amount of \$1,395.00 each, payable from Interface Funds .

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 6th day of January 2003.

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

ORDINANCE NO. 0211HC224

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

AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED AS AN A-1 (GENERAL AGRICULTURE) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO AN R-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 and adjacent to Wortham Road, west of Lennis Cuevas Road and east of Saucier Lizana Road, should be rezoned for the purpose of establishing a manufactured home subdivision. The ad valorem tax parcel numbers of the subject property are 0504-28-003.000 and 0504-28-003.001. The case file number is 0211HC224.

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-2 (Medium Density Residential) District.**

DESCRIPTION:

0504-28-003.000

A PORTION OF 236.9 AC(C) BEG 527 FT M/L W OF SE COR OF SW 1/4 OF SE 1/4 OF SEC 28 AT E BANK TO A DITCH OF A COMPANY DIRT ROAD NWLY ALONG DIRT RD 185 FT M/L TO CENTER OF R/W FOR THE POWERLINE ELY ALONG CENTERLINE OF R/W 601 FT M/L TO E LINE OF SW 1/4 OF SE 1/4 N ALONG 1/4 SEC LINE TO N LINE OF S 1/2 OF SEC 28 W ALONG 1/2 SEC LINE TO E MAR OF WORTHAM RD SELY ALONG RD TO S LINE OF SEC 28 E ALONG SEC LINE TO POB; ALSO THAT PART OF S 1/2 OF SEC 28 LYING W OF WORTHAM RD PART OF S 1/2 OF SEC 28-5-12

0504-28-003.001

2.1 AC(C) BEG AT SE COR OF SW 1/4 OF SE 1/4 OF SEC 28 W ALONG SEC LINE 527 FT M/L TO E DITCH BANK OF A COMPANY DIRT RD NWLY ALONG DIRT RD 185 FT M/L TO CENTER OF R/W FOR THE POWERLINES ELY ALONG CENTERLINE OF R/W 601 FT M/L TO E LINE OF SW 1/4 OF SE 1/4 S ALONG 1/4 SEC LINE 180 FT M/L TO POB PART OF SW 1/4 OF SE 1/4 OF SEC 28-5-12

The ad valorem Tax Parcel Numbers are 0504-28-003.000 and 0504-28-003.001.

See attached site location map.

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

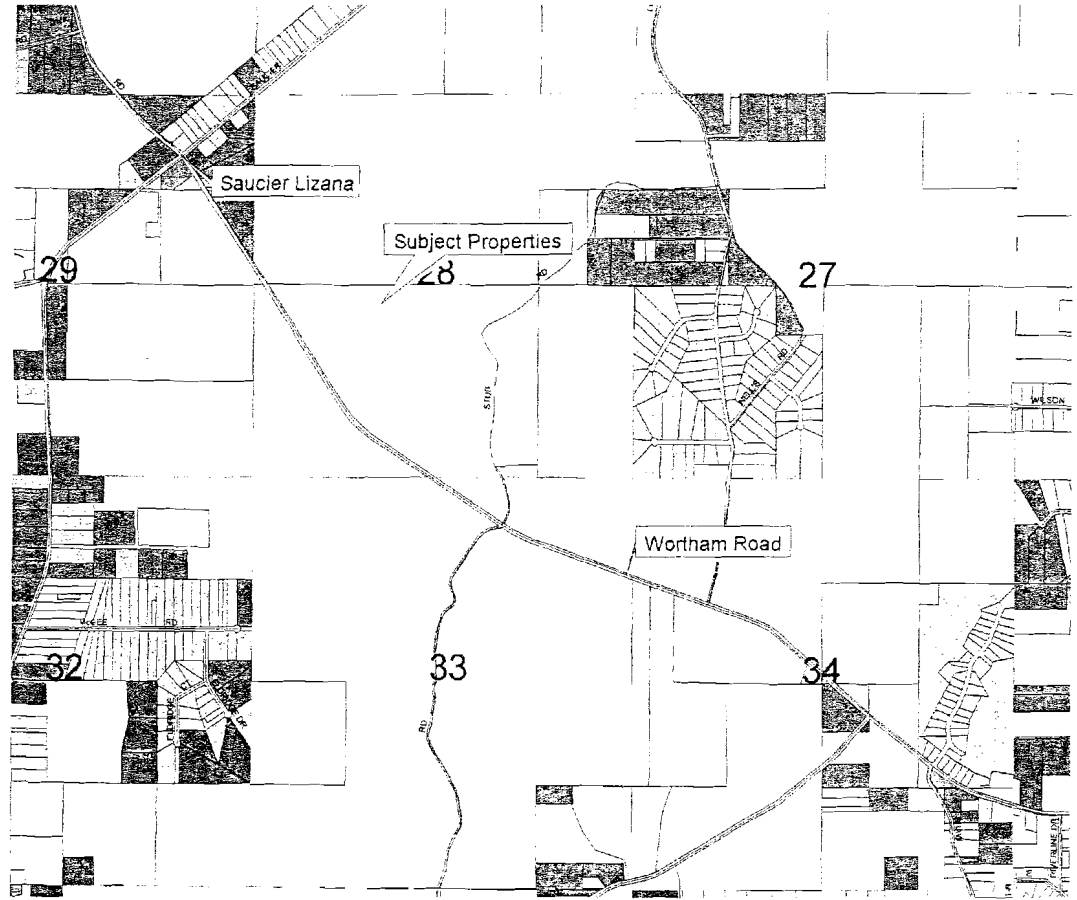
SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

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

Supervisor BOBBY FLEUTERIUS	<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 6th day of January, 2003.

0212HC224 Zoning Map Amendment



- 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

4000 0 4000 8000 Feet



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

ORDINANCE NO. 0212HC233

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

AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED AS AN A-1 (GENERAL AGRICULTURE) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO AN 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 east of Edwin Ladner Road and west of Cable Bridge Road, should be rezoned for the purpose of creating a manufactured home site. The ad valorem tax parcel number of the subject property is 0108-05-021.001. The case file number is 0212HC233.

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 E-1 (Very Low Density Residential) District.**

DESCRIPTION:

3 AC @ BEG 260 FT N OF SW COR OF SE ¼ OF SW ¼ OF SEC 5 E 381 FT NWLY 533 FT M/L TO S MAR OF J. P. LADNER RD WLY ALONG RD 170 FT S 470 FT TO POB PART OF SE ¼ OF SW ¼ OF SEC 5-7-13

The ad valorem Tax Parcel Number is 0108-05-021.001.

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
JANUARY 2003 TERM

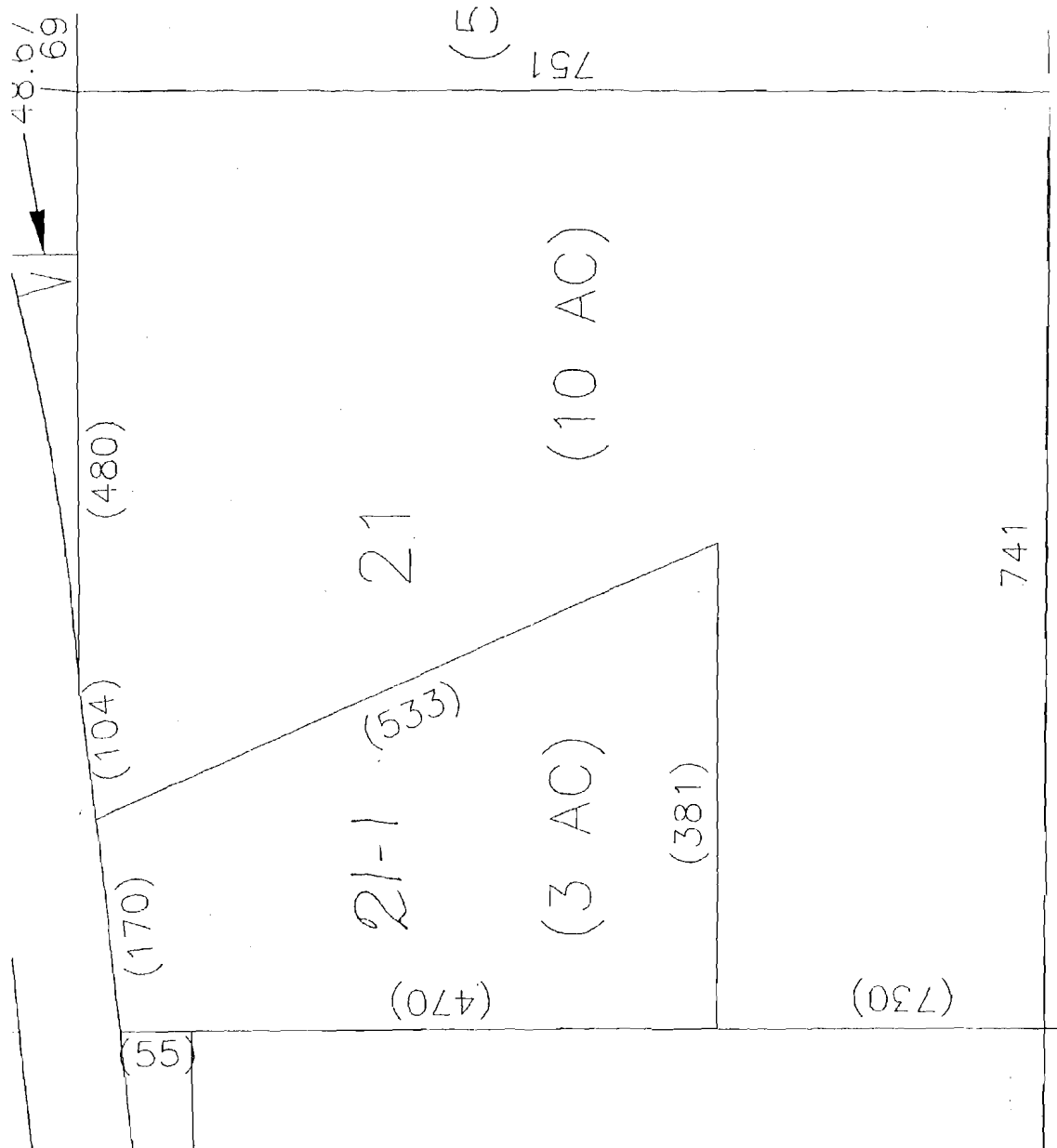
Supervisor LARRY BENEFIELD seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

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 6th day of January, 2003.

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

Main Parcel # 0108-05-021.000
New Split # 0108-05-021.001



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

ORDINANCE NO. 0212HC236

Supervisor William W. Marti moved the adoption of the following order:

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

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located the southeast corner of Saucier-Lizana Road and Wortham Road, should be rezoned for the purpose of replacing the old home with a manufactured home. The ad valorem tax parcel number of the subject property is 0404-29-001.000. The case file number is 0212HC236.

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

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

DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 12 WEST, HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 29; THENCE RUN S00°17'08"E 588.78' ALONG THE EAST LINE OF THE NORTHEAST OF THE NORTHEAST ¼ OF SAID SECTION 29 TO AN IRON ROD; THENCE RUN S89°42'52"W 375.05' TO AN IRON ROD AND THE POINT OF BEGINNING; THENCE RUN NORTH 38°50'00"W 208.71' TO AN IRON ROD LYING ON THE SOUTH MARGIN OF SAUCIER-LIZANA ROAD; THENCE RUN ALONG SAID SOUTH MARGIN, S53°05'13"W 197.00' TO AN IRON ROD FOUND AT THE INTERSECTION OF THE SOUTH MARGIN OF SAUCIER-LIZANA ROAD WITH THE NORTH MARGIN OF WORTHAM ROAD; THENCE RUN ALONG SAID NORTH MARGIN, SOUTH S35°10'32"E 218.93' TO A POINT; THENCE RUN N50°18'17"E 210.89' BACK TO THE POINT OF BEGINNING, CONTAINING 1.000 ACRES.

The ad valorem Tax Parcel Number is 0404-29-001.000.

See attached site location map.

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

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

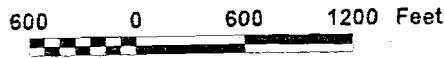
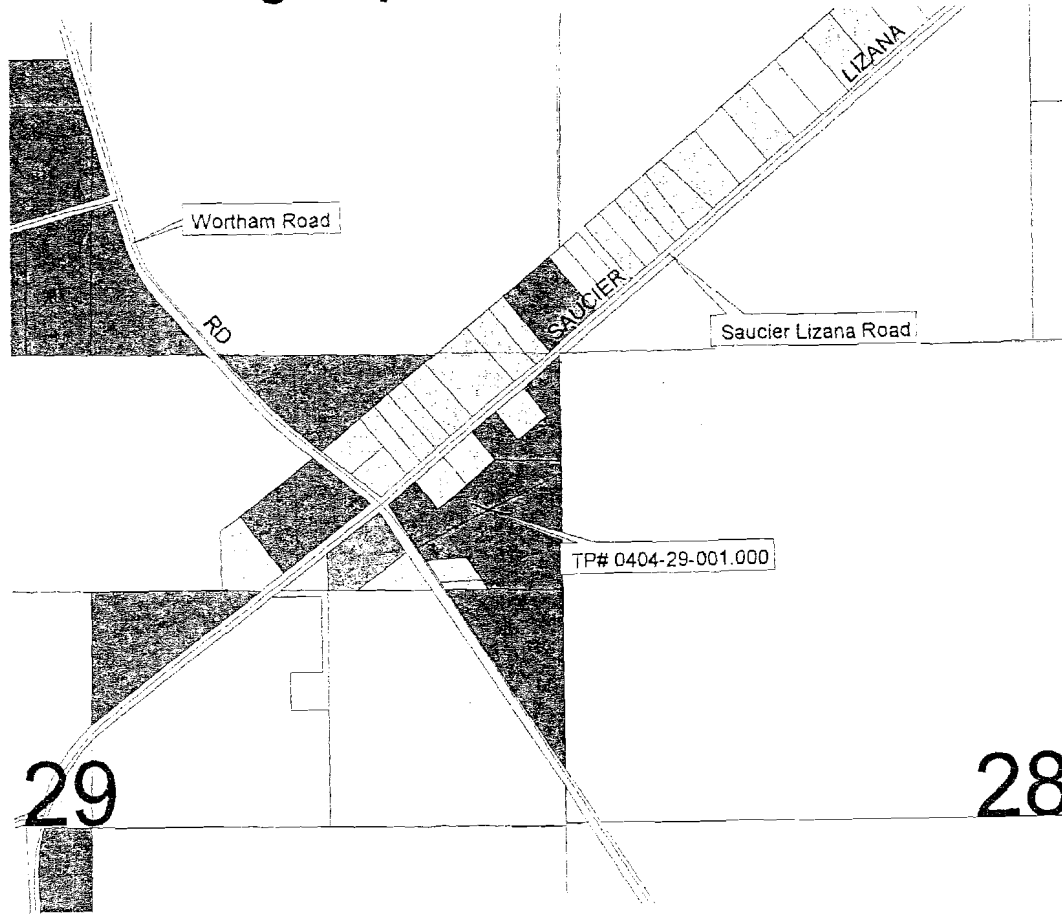
Supervisor Larry Benefield seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

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 6th day of January, 2003

0212HC236

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
JANUARY 2003 TERM

ORDINANCE NO. 0212HC238

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

**AN ORDER CONCURRING WITH THE PLANNING
 COMMISSION TO GRANT AN EXTENSION OF TIME TO
 ALLOW THE NEW MANUFACTURED HOME TO
 REMAIN AS A NON-CONFORMING PREMISES AS
 PROVIDED IN SECTION 600.02**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located east of Weekly Road, should have a Conditional Use Permit to allow for the placement of a manufactured home. The portion of ad valorem tax parcel number 0801-33-009.000. The case file number is 0212HC238.

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 **granted an extension of time to allow the new manufactured home to remain as a non-conforming premises as provided in Section 600.02.**

DESCRIPTION:

A PORTION OF 13 AC BEG AT SW COR OF SEC 33 E ALONG SEC LINE 1330.4 FT N 444.5 FT TO SW MAR OF REDMOND RD N ALONG RD 182 FT TO S MAR OF BROADUS RD W ALONG RD TO W LINE OF SEC 33 S ALONG SEC LINE 93.9 FT TO POB PART OF SW 1/4 OF SW 1/4 OF SEC 33-4-11

A portion of ad valorem Tax Parcel Number is 0801-33-009.000.

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
JANUARY 2003 TERM

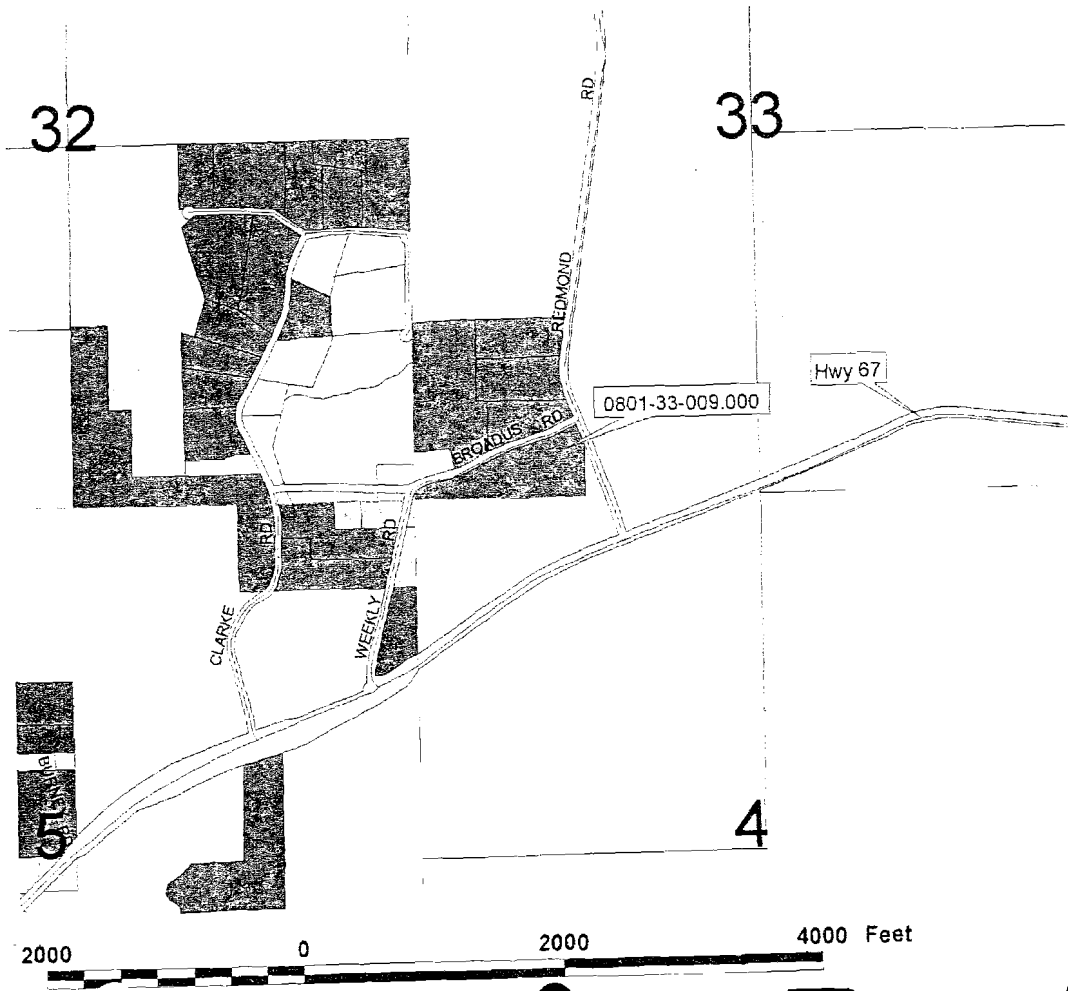
Supervisor LARRY BENEFIELD seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

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 6th day of January, 2003.

0212HC238

Extension of time for non-conforming premises



- 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
JANUARY 2003 TERM

ORDINANCE NO. 0212HC240

Supervisor William W. Martin moved the adoption of the following order:

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

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of Dubuisson Road and east of Firetower Road, should be rezoned for the purpose of creating a home site. The ad valorem tax parcel number of the subject property is 0309E-01-003.001. The case file number is 0212HC240.

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

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

DESCRIPTION:

A PORTION OF 20.8 AC BEG AT NW COR OF SW1/4 OF SEC 14 S ALONG SEC LINE 289.2 FT TO N MAR OF FIRETOWER RD SELY ALONG RD 131.6 FT N 337.1 FT E 1140.1 FT S 966.7 FT E 800 FT N 1015.1 FT TO 1/2 SEC LINE W ALONG 1/2 SEC LINE 1994.9 FT TO POB PART OF N1/2 OF SW1/4 OF SEC 14-7-13

The ad valorem Tax Parcel Number is 0309A-01-003.001.

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
JANUARY 2003 TERM

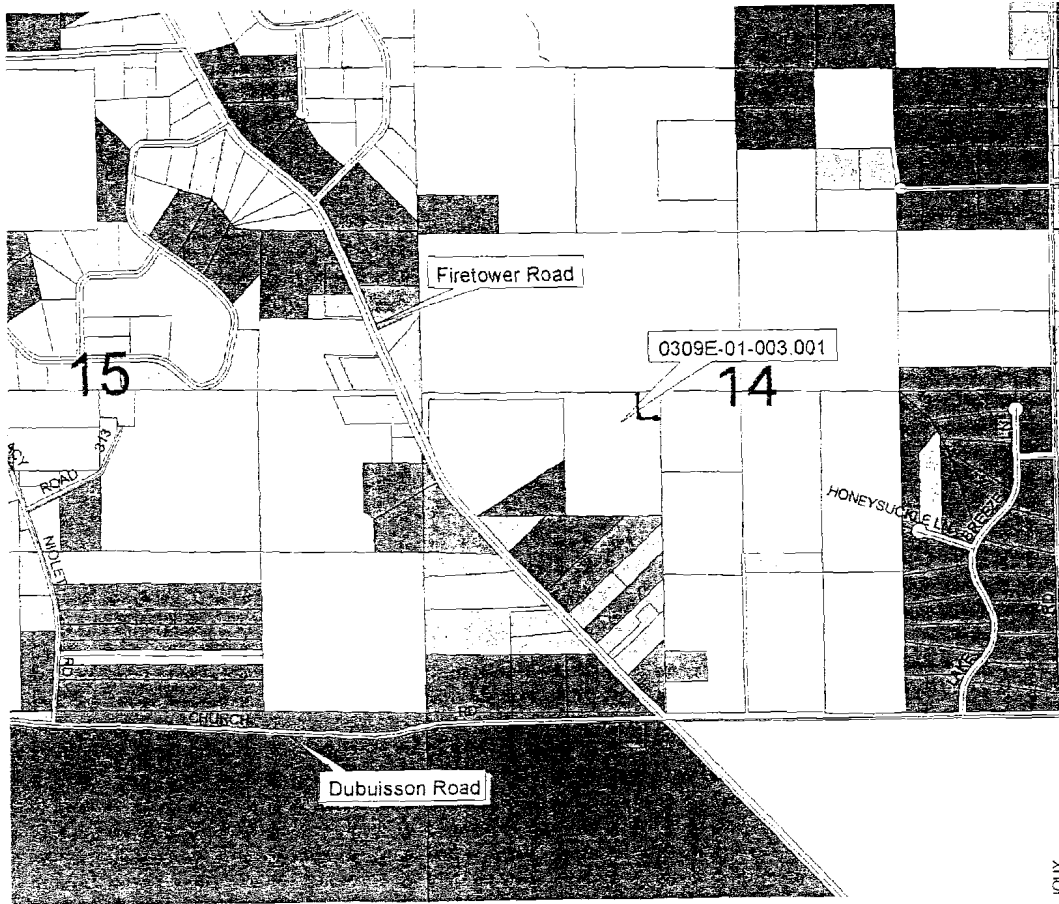
Supervisor Larry Benefield seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

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 6th day of January, 2003

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

0212HC240
Zoning Map Amendment



- 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
JANUARY 2003 TERM

ORDINANCE NO. 0212HC247

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

**AN ORDER CONCURING WITH THE PLANNING
 COMMISSION TO APPROVE A ZONING TEXT AMENDMENT
 TO AMEND SECTION 415 TABLE OF USES MANUFACTURED
 OR MODULAR HOME SUBDIVISION.**

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 following Text Amendment will amend Section 415 Table of uses. Manufactured or Modular home subdivision: Allowed by Conditional Use Permit (C) in R-2 and E-1 Districts, and allowed by Right (R) in R-3. The remainder of the following text is unchanged.

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 the following intent of the amendment is to allow by Conditional Use Permit (C) in R-2 and E-1 Districts, and allowed by Right (R) in R-3. The remainder of the following text is unchanged.

Amend Section 415 Table of Uses

Manufactured or Modular home subdivision: Allowed by Conditional Use Permit (C) in R-2 and E-1 Districts, and allowed by Right (R) in R-3. The remainder of the existing text is unchanged.

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

Supervisor LARRY BENEFIELD 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 6th day of January, 2002.

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

(SUPERVISOR BENEFIELD OUT ON VOTE)

ORDINANCE NO. 0212HC242

Supervisor William W. Martin moved the adoption of the following order:

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

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located SOUTH OF Dedeaux Clan Road and west of Canal, should be rezoned. The ad valorem tax parcel number of the subject property is 06081-01-001.002. The case file number is 0212HC242.

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:

13.1 AC(C) BEG 834.9 FT W OF INTER OF W MAR OF CANAL RD & N LINE OF SEC 12 S 500 FT W 1050 FT N 500 FT TO SEC LINE E ALONG SEC LINE 155.2 FT N 305 FT TO S MAR OF DEDEAUX CLAN RD E ALONG RD 150 FT S 304.1 FT TO SEC LINE E ALONG SEC LINE 744.8 FT TO POB PART OF N1/2 OF NE 1/4 OF SEC 12-7-12 & PART OF SW1/4 OF SE1/4 OF SEC 1-7-12

The ad valorem Tax Parcel Number is 06081-01-001.002.

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.

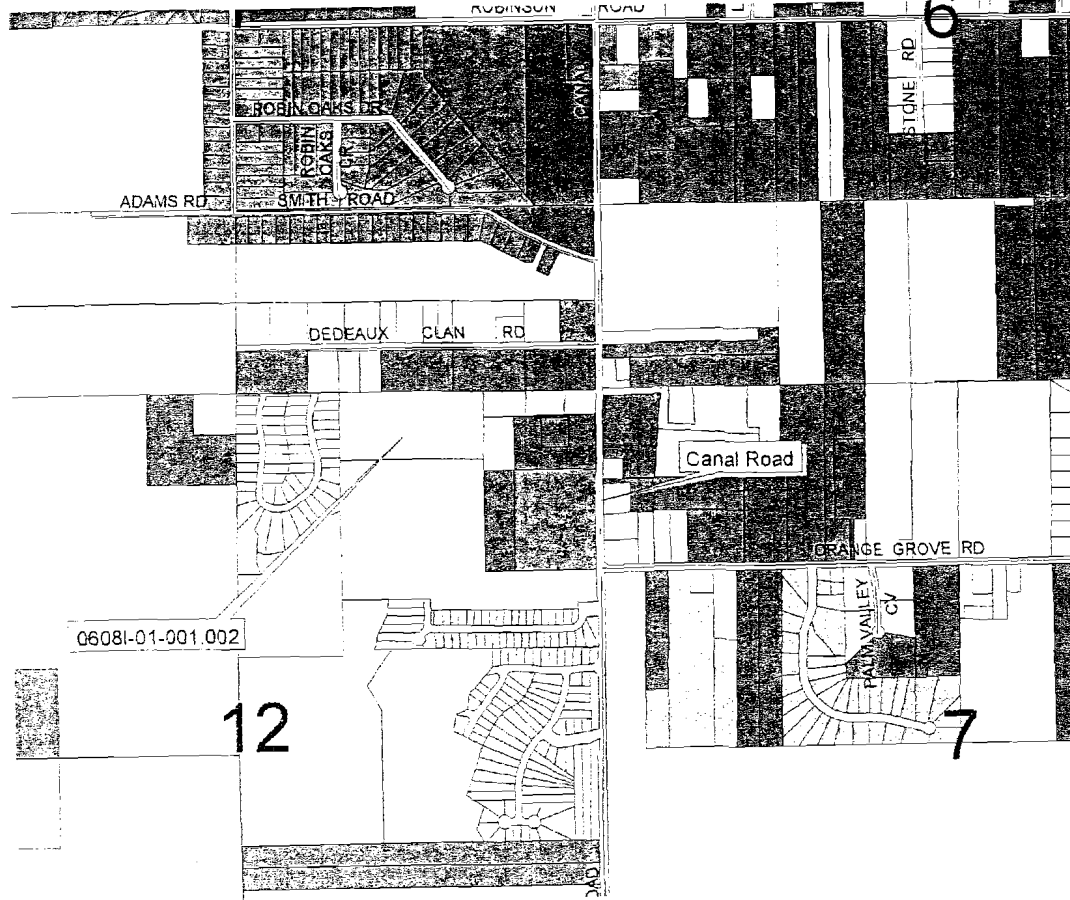
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor CONNIE ROCKCO seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

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

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 6th day of January, 2003

0212HC242 Zoning Map Amendment

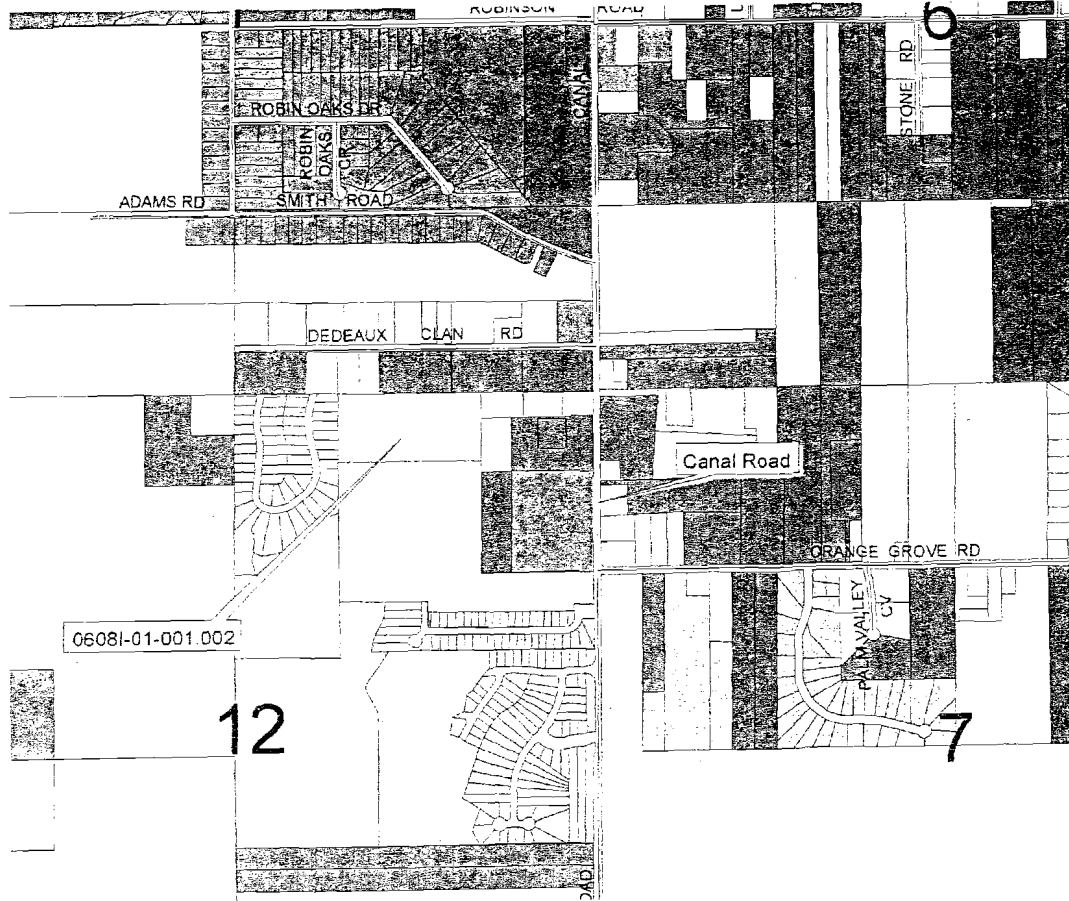


- Zoning.shp
- A-1 General Agriculture
 - E-1 Very Low Density Residential
 - R-1 Low Density Residential
 - R-2 Medium Density Residential
 - R-3 High Density Residential
 - O-1 Office
 - C-1 Neighborhood Commercial
 - C-2 General Commercial
 - C-3 Resort Commercial
 - I-1 Light Industry
 - I-2 General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



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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

0212HC242
Zoning Map Amendment



- 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
JANUARY 2003 TERM

ORDER AUTHORIZING PAYMENT
IN THE AMOUNT OF \$270,966.79 TO M/A - COM CRITICAL RADIO SYSTEMS, INC.

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

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

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

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

WHEREAS, the original contract between the Harrison County Board of Supervisors, Harrison County Emergency Communications Commission, and M/A-COM Critical Radio Systems, Inc., was for a total contract cost of SEVEN MILLION FIFTY TWO THOUSAND FIVE

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HUNDRED FIFTY SIX DOLLARS and 97/100 (\$7,052,556.97) which the Harrison County Board of Supervisors found to be fair market value; and

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

CONTRACT AMOUNT		PAYMENTS	
Original Contract	\$7,052,556.97	\$1,057,883.55	07/23/01
Change Order #1 - 10/01/01	-\$ 96,531.75	\$ 546,978.29	01/28/02
Change Order #2 - NO CHANGE to contract amount - 12/03/01	-0-	\$ 280,869.76	04/01/02
Change Order #3 - 05/13/02	+\$ 142,018.00	\$ 686,187.62	04/22/02
Total Contract Amount with Change Orders	\$7,098,043.22	\$ 289,055.21	07/29/02
		\$ 423,038.73	09/09/02
		\$ 441,854.69	10/28/02
TOTAL PAYMENTS TO DATE		\$3,725,867.85	
AMOUNT REMAINING TO BE PAID		\$3,372,175.37	

and;

WHEREAS, pursuant to the provisions of the aforesaid contract approved by the Harrison County Board of Supervisors, M/A - COM Critical Radio Systems, Inc. has requested on Invoice No. MEMINVHC12TH, a partial payment of that portion of the payment schedule representing 45% of the contract due M/A-COM upon delivery of system components in the amount of TWO HUNDRED FOUR THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS and 75/100 (\$204,155.75) and on Invoice No. MEMINVHC11TH, a partial payment of that portion of the payment schedule representing 30% of the contract due to M/A-COM upon

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

installation of system components in the amount of SIXTY SIX THOUSAND EIGHT HUNDRED ELEVEN DOLLARS and 04/100 (\$66,811.04), all as more fully detailed on the attached copies which are attached hereto and incorporated herein as **Exhibit "A"**; and

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

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found that the Communications Coordinator, Gil Bailey, has certified that M/A - COM Critical Radio Systems, Inc. is entitled to said payment in the sum of TWO HUNDRED SEVENTY THOUSAND NINE HUNDRED SIXTY SIX DOLLARS and 79/100 (\$270,966.79), as stated in his letter attached hereto and incorporated herein as **Exhibit "C"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found by Resolution dated December 16, 2002, that M/A - COM Critical Radio Systems, Inc., has complied with the Contract Provisions that are required for M/A - COM Critical Radio Systems, Inc. to receive said payment under the said contract in the amount of TWO HUNDRED SEVENTY THOUSAND NINE HUNDRED SIXTY SIX DOLLARS and 79/100 (\$270,966.79), leaving a balance of THREE MILLION ONE HUNDRED ONE THOUSAND TWO HUNDRED SEVEN DOLLARS and 58/100 (\$3,101,207.58) a copy of said Resolution is attached hereto and incorporated herein as **Exhibit "D"**;

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

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SECTION 1

The Harrison County Board of Supervisors authorize and approve payment to M/A - COM Critical Radio Systems, Inc. in the amount of TWO HUNDRED SEVENTY THOUSAND NINE HUNDRED SIXTY SIX DOLLARS and 79/100 (\$270,966.79), which is a partial payment due M/A-COM under the terms of the payment schedule set forth in the contract, at the next meeting of the Harrison County Board of Supervisors, or as soon thereafter as may be practicable, all in accordance with the terms of the contract.

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

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

Supervisor BOBBY FLEUTERIUS 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 6th day of January, 2003.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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HARRISON CO 911

228-831-0762

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tyco
Electronics
M/A-COM
P.O. BOX 2006
Tyngsboro, VA 24591
FEDERAL ID # 25-1849837

SHIPMENT NUMBER: 10123
DEPT AT 40432
ATLANTA, GA 31192-0432
For Billing Inquiries Only call:
TAMARA HAWKINS
804-385-2689
For Collection/Account balance Inquires call:
PAYMENT TERMS
Net 45
INVOICE DATE 10/22/02
INVOICE NUMBER MEMINVHC12TH

ITEM NO.	DESCRIPTION	NOTE	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
C444	TO INVOICE THE COUNTY OF HARRISON FOR FORTY-FIVE PERCENT (45%) OF CONTRACT PRICE DUE AT DELIVERY OF SYSTEM COMPONENTS TO YOUR PREMISES PER 1.5 PURCHASE PAYMENT SCHEDULE. IN ACCORDANCE WITH SEC 4 PRICING (PARTS DETAIL REPORT) CONTAINED IN MAY 14, 2001 HARRISON COUNTY HVAC SYSTEM EXPANSION (MBP 21149)				
	Vendor & Services				
001	Biloxi North		1	\$54,061.22	\$54,061.22
002	Biloxi South		1	\$62,100.00	\$62,100.00
003	Gulfport North		1	\$69,110.79	\$69,110.79
004	Gulfport West		1	\$70,012.82	\$70,012.82
005	Systemwide Services (5%) (System Engr, Project Mgmt, etc.)		1	\$67,072.14	\$67,072.14
	Biloxi				
006	Biloxi North		1	\$19,935.21	\$19,935.21
007	Biloxi South		1	\$20,930.03	\$20,930.03
	Harrison / Gulfport				
008	North Site Upgrade		1	\$924.00	\$924.00
009	South Site Upgrade		1	\$924.00	\$924.00
	Harrison GP West				
010	GP West		1	\$3,780.00	\$3,780.00
	EDG Equipment				
010	EDG Equipment C/O 3		1	\$83,327.50	\$83,327.50
011	Services		1	\$1,501.75	\$1,501.75
	SUBTOTAL				
					\$453,679.46
	LESS 15% ADVANCE				
					(\$68,051.92)
	LESS 30% DUE UPON INSTALLATION				
					(\$136,103.84)
	LESS 10% DUE UPON ACCEPTANCE				
					(\$45,367.95)
	AMOUNT DUE NOW				
					\$204,155.75
TOTAL AMOUNT BILLED					\$204,155.75

M/A-COM CERTIFIES THAT THE GOODS COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL FEDERAL REQUIREMENTS OF SECTIONS 57 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

IMPACT CORRESPONDENCE ONLY TO:
M/A-COM
CREDIT/PAY COLLECTION
P.O. BOX 2000
TYNGSBORO, VA 24591

ORIGINAL
AN EQUAL OPPORTUNITY EMPLOYER

EXHIBIT

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

Harrison County
 C444 C033551
 19123
 45% Invoice #12 Billing Detail

	Revised Contract Value Chg Ord 3	Previously Invoiced 1-11	This Period	Less 15% Down Payment	Less 30% Installation	Less: 10% Final Acceptance	45% Amount Due This Invoice	Total Invoiced to Date	Balance to Invoice
Biloxi									
Ancillary Multiplexers	\$ 42,099.60	\$ 25,241.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,241.76	\$ 16,827.84
Backup Control Station	\$ 64,450.50	\$ 38,426.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,426.45	\$ 26,034.05
Control Point	\$ 70,833.40	\$ 47,786.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,786.04	\$ 31,853.36
Biloxi North	\$ 341,364.76	\$ 208,872.12	\$ 19,935.21	\$ (2,990.28)	\$ (5,980.56)	\$ (1,993.52)	\$ 8,979.84	\$ 217,942.97	\$ 123,441.79
Biloxi South	\$ 581,686.31	\$ 311,972.76	\$ 20,930.03	\$ (3,132.50)	\$ (6,279.01)	\$ (2,093.00)	\$ 6,418.51	\$ 321,391.27	\$ 260,295.04
Fire Station Paging	\$ 224,071.60	\$ 123,790.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,790.34	\$ 100,281.26
Harrison County Exp Console	\$ 300,715.19	\$ 190,429.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 190,429.06	\$ 120,265.04
Harrison County Consoles	\$ 29,273.40	\$ 17,564.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,564.04	\$ 11,709.36
Interoperability	\$ 86,697.36	\$ 41,432.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,432.16	\$ 45,265.20
Harrison/Gulfport									
CEC to IMC Upgrade	\$ 548,167.70	\$ 315,164.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315,164.31	\$ 232,993.39
Control Pt Upgrade -Gulfport	\$ 289,371.10	\$ 134,533.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134,533.56	\$ 154,737.54
CS0300 to CS0500 Upgrade	\$ 57,715.00	\$ 34,829.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,829.00	\$ 22,886.00
Norm Site Upgrade	\$ 248,475.80	\$ 125,415.98	\$ 824.60	\$ (138.60)	\$ (277.20)	\$ (82.40)	\$ 415.80	\$ 125,831.96	\$ 122,643.94
South Site Upgrade	\$ 248,475.80	\$ 111,731.37	\$ 824.60	\$ (138.60)	\$ (277.20)	\$ (82.40)	\$ 415.80	\$ 112,197.17	\$ 135,278.43
Harrison GP West									
GP West	\$ 524,327.04	\$ 272,580.09	\$ 3,780.00	\$ (567.30)	\$ (1,134.00)	\$ (378.00)	\$ 1,701.00	\$ 274,264.09	\$ 230,042.96
Vendor & Services									
Biloxi North	\$ 939,181.15	\$ 691,274.38	\$ 54,051.22	\$ (8,109.15)	\$ (16,218.31)	\$ (5,406.12)	\$ 24,327.55	\$ 715,602.53	\$ 222,578.82
Chg ord No. 1 To Biloxi North Vendor	\$ (85,531.75)	\$ (14,479.76)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (14,479.76)	\$ (82,051.99)
Biloxi South	\$ 431,171.35	\$ 112,590.36	\$ 62,100.00	\$ (9,315.00)	\$ (18,630.00)	\$ (6,210.00)	\$ 27,945.00	\$ 140,525.36	\$ 310,645.99
Gulfport North	\$ 255,784.60	\$ 51,477.29	\$ 69,110.79	\$ (10,365.62)	\$ (20,739.23)	\$ (6,913.08)	\$ 31,099.85	\$ 122,577.14	\$ 141,207.46
Gulfport South	\$ 21,867.35	\$ 3,280.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,280.10	\$ 18,587.25
Gulfport West	\$ 347,891.55	\$ 187,182.72	\$ 70,012.82	\$ (10,501.92)	\$ (21,003.85)	\$ (7,001.28)	\$ 31,505.77	\$ 218,688.49	\$ 126,133.66
Systemwide	\$ 1,341,442.55	\$ 703,951.40	\$ 67,072.14	\$ (10,050.82)	\$ (20,121.64)	\$ (6,707.21)	\$ 30,182.45	\$ 734,133.85	\$ 607,328.99
SCAT Options									
	\$ 41,764.10	\$ 6,253.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,253.12	\$ 35,493.99
EDG EQUIPMENT									
4 Port EDG	\$ 73,182.75	\$ 10,978.51	\$ 73,152.79	\$ (10,978.91)	\$ (21,957.83)	\$ (7,319.28)	\$ 32,936.74	\$ 43,915.55	\$ 29,277.10
Software Upgrades	\$ 7,000.00	\$ 1,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 5,950.00
IMC Upgrade	\$ 647.25	\$ 142.00	\$ 927.25	\$ (142.00)	\$ (284.00)	\$ (94.70)	\$ 425.26	\$ 569.25	\$ 378.30
Data Interface Module	\$ 15,500.00	\$ 2,475.00	\$ 3,390.00	\$ (1,330.00)	\$ (2,700.00)	\$ (900.00)	\$ 4,050.00	\$ 5,525.00	\$ 9,975.00
Interconnect Cabling	\$ 187.50	\$ 28.13	\$ 187.50	\$ (28.13)	\$ (56.25)	\$ (18.75)	\$ 84.38	\$ 112.51	\$ 75.00
Site Controller Upgrade	\$ 2,000.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 1,700.00
PROFILE SYSTEM									
Profile Manager Software	\$ 15,000.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 6,500.00
Dell PC	\$ 2,005.50	\$ 300.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.83	\$ 1,704.67
Network Equipment	\$ 150.00	\$ 22.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22.50	\$ 127.50
SERVICES									
Engineering and T&I	\$ 11,030.00	\$ 2,550.00	\$ 850.00	\$ (127.50)	\$ (255.00)	\$ (85.00)	\$ 382.50	\$ 2,832.50	\$ 14,967.50
Project Management	\$ 3,600.00	\$ 840.00	\$ 180.00	\$ (27.00)	\$ (54.00)	\$ (18.00)	\$ 81.00	\$ 821.00	\$ 2,979.00
Installer	\$ 9,438.00	\$ 1,412.75	\$ 471.75	\$ (70.75)	\$ (141.50)	\$ (47.18)	\$ 212.25	\$ 1,627.54	\$ 7,810.46
Total	\$ 7,096,043.22	\$ 3,792,678.84	\$ 453,679.45	\$ (68,051.92)	\$ (136,103.84)	\$ (45,367.95)	\$ 204,155.73	\$ 3,996,834.59	\$ 3,101,208.83

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HARRISON CU 911

228-831-0762

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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HARRISON CO 911

228-831-0762

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tyco
Electronics

M/A-COM
P. O. BOX 2900
Lynchburg, VA 24501
FEDERAL ID # 25-1849837

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

For Billing Inquiries Only call:
TANARA HAYKINS
804-385-2669
For Collection/Account balance Inquiries call:

PAYMENT TERMS
Net 45

CUSTOMER NO	19123	P.O.	C444	CUSTOMER P.O. NUMBER	Contract Dated 6/11/01		INVOICE DATE	10/22/02	INVOICE NUMBER	MEMINVHC11TH
BILL TO				SHIP TO						
HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION ATTN: MR. GIL BAILEY 15309B COMMUNITY ROAD GULFPORT, MS 39503				HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION ATTN: MR. GIL BAILEY 15309B COMMUNITY ROAD GULFPORT, MS 39503						
ITEM NO.	DESCRIPTION	NOTE	QUANTITY	UNIT PRICE	EXTENDED AMOUNT					
C444	TO INVOICE THE COUNTY OF HARRISON FOR THIRTY PERCENT (30%) OF CONTRACT PRICE DUE AT INSTALLATION OF SYSTEM COMPONENTS TO YOUR PREMISES PER 1.5 PURCHASE PAYMENT SCHEDULE. <i>IN ACCORDANCE WITH SEC 4 PRICING (PARTS DETAIL REPORT) CONTAINED IN MAY 14, 2001 HARRISON COUNTY EDACS SYSTEM EXPANSION (MRP 21149)</i>									
	Vendor & Services									
001	Biloxi North		1	\$29,848.15	\$29,848.15					
002	Biloxi South		1	\$1,080.00	\$1,080.00					
003	Gulfport North		1	\$71,222.53	\$71,222.53					
004	Gulfport West		1	\$80,309.51	\$80,309.51					
005	Systemwide Services (3%) (System Engr, Project Mgmt, etc)		1	\$40,243.29	\$40,243.29					
	SUBTOTAL									\$222,703.48
	LESS 15% ADVANCE									(\$33,405.52)
	LESS 45% DUE UPON EQUIPMENT DELIVERY									(\$100,216.57)
	LESS 10% DUE UPON ACCEPTANCE									(\$22,270.35)
	AMOUNT DUE NOW									\$66,811.04
TOTAL AMOUNT BILLED									\$66,811.04	

M/A-COM CERTIFIES THAT THE GOODS COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 67 AND 12 OF THE FAIR LABOR & FUNDING ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR UNDER SECTION 14 THEREOF.

DIRECT CORRESPONDENCE ONLY TO:
M/A-COM
CREDIT AND COLLECTIONS
P.O. BOX 2900
LYNCHBURG, VA 24501

ORIGINAL

AN EQUAL OPPORTUNITY EMPLOYER

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

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HARRISON CO 911

228-831-0762

P.5

Harrison County
 C444 C033551
 19123
 30% Invoice #11 Billing Detail

	Revised Contract Value Chg Ord 3	Previously Invoiced 1 - 10	This Period	Less 15% Down Payment	Less 45% Delivery	Less: 10% Final Acceptance	30% Amount Due This Invoice	Total Invoiced to Date	Balance to Invoice
Biloxi									
Ancillary Multiplexers	\$ 42,069.60	\$ 25,241.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,241.76	\$ 16,827.84
Backup Control Station	\$ 64,460.50	\$ 38,426.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,426.45	\$ 26,034.05
Control Point	\$ 79,635.40	\$ 47,780.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,780.04	\$ 31,855.36
Biloxi North	\$ 341,384.76	\$ 206,972.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206,972.12	\$ 134,412.64
Biloxi South	\$ 581,686.31	\$ 311,972.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 311,972.76	\$ 269,713.55
Fire Station Paging	\$ 224,071.60	\$ 123,790.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,790.34	\$ 100,281.26
Harrison County Exp Console	\$ 300,715.10	\$ 180,429.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,429.06	\$ 120,286.04
Harrison County Consoles	\$ 29,273.40	\$ 17,564.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,564.04	\$ 11,709.36
Interoperability	\$ 66,697.36	\$ 41,432.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,432.16	\$ 45,265.20
Harrison/Gulfport									
CEC to IMC Upgrade	\$ 548,167.70	\$ 315,184.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315,184.31	\$ 232,983.39
Control Pt Upgrade -Gulfport	\$ 289,071.10	\$ 134,833.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134,833.56	\$ 154,737.54
CSDB00 to CSDB00 Upgrade	\$ 57,715.00	\$ 34,829.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,829.00	\$ 23,086.00
North Site Upgrade	\$ 748,475.50	\$ 125,415.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,415.86	\$ 123,359.74
South Site Upgrade	\$ 748,475.50	\$ 111,781.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,781.37	\$ 136,894.23
Harrison GP West									
GP West	\$ 534,327.04	\$ 272,583.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272,583.06	\$ 231,743.98
Vendor & Services									
Biloxi North	\$ 936,181.16	\$ 632,326.63	\$ 29,848.15	\$ (4,477.32)	\$ (13,431.07)	\$ (2,984.87)	\$ 8,354.45	\$ 691,274.98	\$ 248,906.17
Chg ord No. 1 To Biloxi North Vendor	\$ 85,531.75	\$ (14,473.78)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (14,473.78)	\$ (82,057.99)
Biloxi South	\$ 451,171.35	\$ 112,756.36	\$ 1,080.09	\$ (162.00)	\$ (486.00)	\$ (108.00)	\$ 324.00	\$ 112,560.36	\$ 336,590.99
Gulfport North	\$ 233,784.50	\$ 70,110.53	\$ 71,232.53	\$ (10,683.38)	\$ (32,950.14)	\$ (7,122.25)	\$ 21,365.75	\$ 31,477.23	\$ 172,307.31
Gulfport South	\$ 21,897.30	\$ 3,280.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,280.10	\$ 18,617.20
Gulfport West	\$ 347,831.55	\$ 163,099.57	\$ 80,309.51	\$ (12,046.43)	\$ (36,138.26)	\$ (8,030.95)	\$ 24,032.85	\$ 187,192.72	\$ 160,636.23
Systemwide	\$ 1,321,442.85	\$ 691,878.41	\$ 49,243.29	\$ (6,056.49)	\$ (18,199.48)	\$ (4,024.33)	\$ 12,072.95	\$ 792,951.96	\$ 637,491.48
SCAT Options									
	\$ 41,754.10	\$ 6,263.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,263.12	\$ 35,490.98
EDG EQUIPMENT									
4 Port EDG	\$ 73,192.75	\$ 10,978.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,978.61	\$ 62,214.14
Software Upgrades	\$ 7,000.00	\$ 1,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 5,950.00
IMC Upgrade	\$ 847.25	\$ 142.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 142.09	\$ 705.16
Data Interface Modula	\$ 16,500.00	\$ 2,475.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,475.00	\$ 14,025.00
Interconnect Cabina	\$ 187.50	\$ 28.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28.13	\$ 159.37
Site Controller Upgrade	\$ 2,300.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 1,700.00
PROFILE SYSTEM									
Profile Manager Software	\$ 10,000.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 8,500.00
Dall PC	\$ 2,000.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 1,700.00
Network Equipment	\$ 150.00	\$ 22.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22.50	\$ 127.50
SERVICES									
Engineering and T&L	\$ 17,000.00	\$ 2,550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,550.00	\$ 14,450.00
Project Management	\$ 3,600.00	\$ 540.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 540.00	\$ 3,060.00
Installation	\$ 5,435.00	\$ 1,415.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,415.25	\$ 4,019.75
Total	\$ 7,091,043.22	\$ 3,725,867.76	\$ 222,763.48	\$ (33,406.52)	\$ (100,216.56)	\$ (22,270.35)	\$ 86,811.04	\$ 3,702,878.85	\$ 3,305,354.30

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

DEC 09 02 10:36A

HARRISON CO 911

228-831-0762

p.3

11/8/2002

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

Dear Sirs:

I am writing in reference to scope of work billed on M/A Com invoice MEMINVHC11T11. The 66,811.04 figure represents thirty percent of the value for the installation of the Alcatel microwave antenna systems for Gulfport West, Gulfport North, and Biloxi North sites. Also, included is the final Acadiana install for the Biloxi North tower grounding. All of these items are listed on the vendor and services pricing sheet. Finally, the Systemwide Services charged are calculated based on three percent of the total systemwide services pricing also found in the Vendor and Services pricing detail. If you have any further questions or concerns, please contact me at 434-385-2669

Thank you,



Tamara Hawkins
Project Financial Analyst
M/A COM, PRS
434-385-2669 Voice
434-385-2182 Fax



MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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DEC. 10. 2002 12:27PM MOSES ENG NOLA

NO. 6714 P. 2

MOSES
 ENGINEERS

December 10, 2002

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

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

SUBJECT: M/A-Com Invoices
 MEMINVHC11TH
 MEMINVHC12TH

Dear Gil:

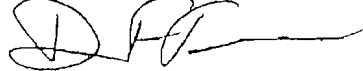
We have received two invoice submittals from M/A COM.

Invoice MEMINVHC11TH is for the installation of microwave antennas at Gulfport West, Gulfport North and Biloxi North Tower Site. Additionally, the completion of electrical grounding at the Biloxi North Site is reflected by this invoice as well as 3% of M/A-COM's contracted total of Engineering/Management services for the expansion project.

Invoice MEMINVHC12TH represents a milestone payment for delivery of infrastructure equipment at each transmit/receiver site. Also included is a 5% incremental charge for Project Engineering and Management services.

Both invoices appear to be correct and should be processed for payment.

Yours very truly,

MOSES ENGINEERS


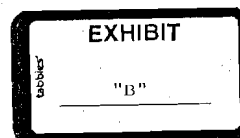
Dominic F. Tusa

DFT/vsm

Enclosures

CONSULTING ENGINEERS

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



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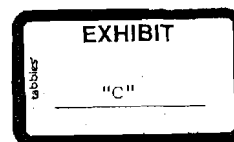


**Harrison County Emergency
Communications Commission**

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

TO: HCECC Members
FROM: Robert Bailey RGB
RE: M/A-Com Invoices # MEMINVHC11TH & MEMINVHC12TH
DATE: December 2, 2002

I have reviewed the above referenced invoices and determined that the services and equipment indicated have been performed or delivered. Therefore, pursuant to the requirements of the contract I recommend that these invoices be approved for payment.



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RESOLUTION AUTHORIZING PAYMENT
IN THE AMOUNT OF \$270,966.79 TO M/A - COM CRITICAL RADIO SYSTEMS, INC.
AND REQUESTING THE BOARD OF SUPERVISORS OF HARRISON
COUNTY, MISSISSIPPI TO MAKE SUCH PAYMENT

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

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

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

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

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



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

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

CONTRACT AMOUNT		PAYMENTS	
Original Contract	\$7,052,556.97	\$1,057,883.55	07/23/01
Change Order #1 - 10/01/01	-\$ 96,531.75	\$ 546,978.29	01/28/02
Change Order #2 - NO CHANGE to contract amount - 12/03/01	-0-	\$ 280,869.76	04/01/02
Change Order #3 - 05/13/02	+\$ 142,018.00	\$ 686,187.62	04/22/02
Total Contract Amount with Change Orders	\$7,098,043.22	\$ 289,055.21	07/29/02
		\$ 423,038.73	09/09/02
		\$ 441,854.69	10/28/02
TOTAL PAYMENTS TO DATE		\$3,725,867.85	
AMOUNT REMAINING TO BE PAID		\$3,372,175.37	

and;

WHEREAS, pursuant to the provisions of the aforesaid contract approved by the Harrison County Board of Supervisors, M/A - COM Critical Radio Systems, Inc. has requested on Invoice No. MEMINVHC12TH, a partial payment of that portion of the payment schedule representing 45% of the contract due M/A-COM upon delivery of system components in the amount of TWO HUNDRED FOUR THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS and 75/100 (\$204,155.75) and on Invoice No. MEMINVHC11TH, a partial payment of that

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portion of the payment schedule representing 30% of the contract due to M/A-COM upon installation of system components in the amount of SIXTY SIX THOUSAND EIGHT HUNDRED ELEVEN DOLLARS and 04/100 (\$66,811.04), all as more fully detailed on the attached copies which are attached hereto and incorporated herein as **Exhibit "A"**; and

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

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission find that the Communications Coordinator, Gil Bailey, has certified that M/A - COM Critical Radio Systems, Inc. is entitled to said payment in the sum of TWO HUNDRED SEVENTY THOUSAND NINE HUNDRED SIXTY SIX DOLLARS and 79/100 (\$270,966.79), as stated in his letter attached hereto and incorporated herein as **Exhibit "C"**; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission find that M/A - COM Critical Radio Systems, Inc., has complied with the Contract Provisions that are required for M/A - COM Critical Radio Systems, Inc. to receive said payment under the said contract in the amount of TWO HUNDRED SEVENTY THOUSAND NINE HUNDRED SIXTY SIX DOLLARS and 79/100 (\$270,966.79), leaving a balance of THREE MILLION ONE HUNDRED ONE THOUSAND TWO HUNDRED SEVEN DOLLARS and 58/100 (\$3,101,207.58);

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

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SECTION 1

The Commissioners of Harrison County Emergency Communications Commission respectfully request the Harrison County Board of Supervisors to issue payment to M/A - COM Critical Radio Systems, Inc. in the amount of TWO HUNDRED SEVENTY THOUSAND NINE HUNDRED SIXTY SIX DOLLARS and 79/100 (\$270,966.79), which is a partial payment due M/A-COM under the terms of the payment schedule set forth in the contract, at the next meeting of the Harrison County Board of Supervisors, or as soon thereafter as may be practicable, all in accordance with the terms of the contract.

RESOLVED on this the 16th day of December, 2002.

The above and foregoing Resolution pertaining to M/A-COM Invoices No. MEMINVHC11TH and MEMINVHC12TH was introduced by Commissioner George Bass, who moved the adoption of same. Said Motion was seconded by Commissioner George Mixon. Upon being put to vote, the results were as follows:

- Chief RICH MARVIL, Pass Christian Fire Department AYE
- Chief BRUCE DUNAGAN, Biloxi Police Department AYE
- Sheriff GEORGE H. PAYNE, JR., Harrison County Sheriff's Dept. AYE
(Proxy - Robert Parker)
- LINDA ROUSE, Harrison County Civil Defense AYE
- Chief GEORGE MIXON, Harrison County Fire Services AYE
- Chief WAYNE PAYNE, Gulfport Police Department AYE
- Chief PAT SULLIVAN, Gulfport Fire Department AYE

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BOBBY SPAYDE, 1st Judicial District	<u>AVE</u>
JEFF TAYLOR, 2nd Judicial District	<u>ABSENT</u>
STEVE FORD, County at Large	<u>AVE</u>
STEVE DELAHOUSEY, Emergency Medical Services	<u>AVE</u>
HARLEY SHINKER, Long Beach Police Department	<u>AVE</u>
JIM COMER, D'Jiberville Fire Department <i>GERALD SMITH</i>	<u>AVE</u>
JOHN DUBUISSON, Pass Christian Police Department	<u>AVE</u>
CAPT. ALBERT SANTA CRUZ, Mississippi Highway Patrol <i>(Lt. Kathy Fink - proxy)</i>	<u>AVE</u>
CHIEF GEORGE BASS, Long Beach Fire Department	<u>AVE</u>
CHIEF DAVID ROBERTS, Biloxi Fire Department	<u>AVE</u>

WHEREUPON, Chairman Steve Delahousey declared the motion carried and the resolution adopted on the 16th day of December, 2002.

**HARRISON COUNTY EMERGENCY
COMMUNICATIONS COMMISSION**

BY: _____

Steve Delahousey

ATTEST:

Robert D. Bailey

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

**ORDER APPROVING PAYMENT OF CLAIMS FOR SERVICES
PROVIDED TO THE HARRISON COUNTY EMERGENCY
COMMUNICATIONS COMMISSION, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of claims for services provided to the Harrison County Emergency Communications Commission, as listed :

- a) \$39,060.00 to Guild-Hardy & Associates for the Needs Assessment/Feasibility Study of the new consolidated communications center which is 30% complete, payable from account # 097-287-556.
- b) \$28,504.44 to Moses Engineers for services related to the installation of the countywide radio system, payable from account # 305-109-922.
- c) \$1,054.17 to Fullhouse Venture Co., L.P. for December 2002 storage warehouse rental, payable from account # 097-287-530.
- d) \$3,995.81 to Dukes, Dukes, Keating & Faneca, P.A. for services rendered in November 2002, payable from account # 097-287-550.
- e) \$55.00 to All Safe Technologies for burglary & fire alarm system check of the radio storage warehouse for insurance certification, payable from account # 097-287-581.
- f) \$4,424.17 to Brown & Mitchell, Inc. for engineering and survey services related to the new countywide radio system, payable from account # 305-109-555.

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 6th day of January 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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The Supervisors expressed their concern on whether or not the 911 Commission had a master plan laid out to order all the radios needed by every entity in the County, synchronize their use with the construction schedule of the radio towers and the county-wide dispatch center. The Commission is working on a transitional phase for dispatch until the county-wide dispatch center is functional.

After full discussion Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER REQUESTING THE 911 COMMISSION TO PRESENT A PLAN
FOR PURCHASE AND IMPLEMENTATION OF RADIOS FOR THE NEW
911 COUNTY-WIDE COMMUNICATION SYSTEM AT THE BOARD
MEETING SCHEDULED FOR JANUARY 27, 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REQUEST the 911 Commission to present a plan for purchase and implementation of radios for the new 911 county-wide communication system at the Board meeting scheduled for January 27, 2003.

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

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

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

THIS the 6th day of January 2003.

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

ORDER APPROVING TERMINATIONS, AS LISTED

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

David Martin, Fairgrounds, Mower Operator/Grounds Maintenance, effective December 17, 2002; employee stopped reporting to work.

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 6th day of January 2003.

* * *

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

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

ORDER ACCEPTING RESIGNATIONS, AS LISTED

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

- a) Patricia Hancock, Tourism, Meetings Manager, effective 08/30/2002.
- b) Sherry Price, Youth Court, Child Care Worker, effective 11/22/2002 (retirement).
- c) Bernadine Marchitto, Human Resources Agency, Senior Center Director, effective 12/31/2002 (retirement).

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	(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 6th day of January 2003.

* * *

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

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

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

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

- a) LaYosha Hill, Justice Court, Clerical Support, regular temporary, at \$7.35 per hour., effective 12/16/2002, filling in for Kathy Rodgers who is on maternity leave.
- b) Judy Hayes, Human Resources Agency, Program Aide/Nutrition, going from temporary part-time program aide/day care to regular part-time program Aide/Nutrition with no change in salary, effective 01/02/2003.
- c) Steven Wilkinson, Fairgrounds, Equipment Operator II, transferring into David Martin's slot with no change in salary, effective 12/30/2003.
- d) Sharon McDonald, Tourism, Assistant Bookkeeper, regular full-time at a rate of \$833.33 bimonthly, effective 01/02/2003, replacing Teresa Egerter who was making \$875.00 bimonthly.

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

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

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

THIS the 6th day of January 2003.

* * *

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

ORDER APPROVING THE EMPLOYMENT OF CLIFFORD, HARVEY & CULUMBER, P.A. TO AUDIT THE TORT ACCOUNT FOR FY 2001-2002 ENDING SEPTEMBER 30, 2002, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE LETTER OF ENGAGEMENT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Clifford, Harvey & Culumber, P.A. to audit the Tort Account for FY 2001-2002 ending September 30, 2002. It is further,

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

CLIFFORD, HARVEY & CULUMBER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS
 2300 TWENTIETH STREET
 GULFPORT, MISSISSIPPI 39501-2980

TELEPHONE (228) 863-6559 FAX (228) 863-6952
 E MAIL CHC@CLIFFORD-HARVEY-CULUMBER.COM

THOMAS E. CLIFFORD, CPA
 DAVID M. HARVEY, CPA
 ROBERT L. CULUMBER, CPA
 STEPHANIE D. BURGE, CPA
 ROBERT K. DURHAMAN, CPA

MEMBERS
 AMERICAN INSTITUTE OF CPAs
 AICPA DIVISION OF CPA FIRMS—
 PRIVATE COMPANIES PRACTICE SECTION
 MISSISSIPPI SOCIETY OF CPAs

October 17, 2002

Harrison County Board of Supervisors
 Attn: Vandy Mitchell
 P.O. Drawer CC
 Gulfport, MS 39503-0860

Dear Mr. Mitchell:

We are pleased to confirm our understanding of the service we are to provide for Harrison County for the periods ending September 30, 2002. We will examine management's assertion about Harrison County's compliance with the requirements adopted by the Mississippi Tort Claims Board under Chapter 46, Title 11, Mississippi Code of 1972, as amended, during the period of October 1, 2001 through September 30, 2002.

Our examination will be conducted in accordance with standards established by the American Institute of Certified Public Accountants and, accordingly, will include examining, on a test basis, evidence about Harrison County's compliance with those requirements and performing such other procedures as we consider necessary in the circumstances. We believe that our examination will provide a reasonable basis for our opinion. Our examination will not provide a legal determination on Harrison County's compliance with the specified requirements.

We understand that you will provide us with the basic information required for our examination and that you are responsible for the accuracy and completeness of that information. Management is also responsible for identifying and ensuring that the entity complies with the applicable laws and regulations.

Our fee for these services will be based on our standard hourly rates, which vary according to the degree of responsibility involved and the experience level of the personnel assigned to your examination. The fees should be approximately \$1,800 to \$2,000. The deadline for the Harrison County Tort Commission Audit's 2002 will be November 30, 2002.

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Vandy Mitchell
October 17, 2002
Page Two

We appreciate the opportunity to be of service to Harrison County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Clifford, Harvey & Culumber, P.A.

RESPONSE:

This letter correctly sets forth the understanding of Harrison County.

By: _____

Title: _____

Date: _____

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

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

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

THIS the 6th day of January 2003.

* * *

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

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

**ORDER APPROVING LOW QUOTES OVER \$1,500.00 APPROVED BY
 THE PURCHASING DEPARTMENT FOR THE PERIOD OF DECEMBER
 1, 2002 THROUGH DECEMBER 31 2002**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE low quotes over \$1,500.00 approved by the Purchasing Department for the period of December 1, 2002 through December 31 2002, same being as follows:

**LOW QUOTES OVER \$1,500.00 APPROVED BY THE PURCHASING
 DEPARTMENT FOR THE PERIOD DECEMBER 1, 2002 THROUGH
 DECEMBER 31, 2002**

<u>DEPARTMENT</u>	<u>DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
CAPITAL	12/05/02	SMITH'S CONSTRUCTION	\$5,000.00	SOUTHERN PLANTATION ESTATES-SLOPE HEADWALL
ROAD	12/12/02	GULF CITY BODY/TRAILER	\$4,990.00	SERVICE BODY ¼ TON TRK
CAPITAL	12/13/02	EUGENE LINDSAY	\$2,822.97	THREE RIVERS BALLPARK ELECT'L WORK
CORRECTIONS	12/16/02	JENNROSE INC.	\$2,280.00	JUICES
FIRE	12/16/02	TUPELO FIRE EQUIP CO.	\$2,672.88	FIRE HOSES/COUPLINGS
PARK COMM.	12/17/02	HAYNES ELECT CO.	\$3,700.00	SAUCIER BALLFIELD/POLE LIGHTING,WIRE DAMAGE, HURRICANE ISIDORE DAMAGE
ROAD DEPT	12/17/02	HUGHES SUPPLY CO.	\$2,838.30	GAS PACK HEATER/LYMAN
ROAD	12/19/02	MORGAN'S EQUIP&CRANE	\$1,800.00	SANDBLAST/PAINT ASSET 6523
FIRE	12/19/02	K&R SERVICES	\$9,785.00	1,800 RPM ENGINE DRIVEN GENERATOR/DELISE FIRE STATION

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the 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 6th day of January 2003.

* * *

The Sheriff's representative reported that 983 persons are currently housed in the Harrison County Jail Facilities.

* * *

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

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

**ORDER AUTHORIZING ADVERTISEMENT FOR REQUEST FOR
PROPOSAL FOR THE LEASING OF SIX HARLEY-DAVIDSON MODEL
FLHTPI MOTORCYCLES, WITH FAIRING AND WINDSHIELD -
ELECTRA GLIDE, FOR USE BY THE SHERIFF'S DEPARTMENT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE request for proposal for the leasing of six Harley-Davidson Model FLHTPI motorcycles, with fairing and windshield - Electra Glide, for use by the Sheriff's Department.

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 6th day of January 2003.

* * *

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

JANUARY 2003 TERM

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

ORDER APPROVING THE EXTENSION OF THE SUBSCRIPTION AGREEMENT WITH LEXIS NEXIS FOR PERIOD OF JANUARY 1, 2003 THROUGH DECEMBER 31, 2003 AT A COST OF \$1,045.00 PER MONTH TO SATISFY THE JUSTICE DEPARTMENT REQUIREMENTS FOR LEGAL RESOURCES LIBRARY AT THE ADULT DETENTION CENTER, PAYABLE FROM 115-207-581, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the extension of the subscription agreement with Lexis Nexis for period of January 1, 2003 through December 31, 2003 at a cost of \$1,045.00 per month to satisfy the Justice Department requirements for legal resources library at the Adult Detention Center, payable from 115-207-581. It is further,

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



LexisNexis™

SILC
SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT

LexisNexis, a division of Reed Elsevier Inc. ("LN"), and Harrison County Board of Supervisors ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until 12/31/03 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below. Only employees of Subscriber using identification numbers issued under the Participating Billgroups will be entitled to access the Materials and related Research Tools listed in Section 5.1 (the "Preferred Pricing Materials") pursuant to this Amendment. Each identification number will be used solely by the individual for whom it was issued and may not be used by anyone else.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
1145FK	Gulfport, MS.

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 3 users (judges, government professionals and total number of attorneys) in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the number of users, in which case LN may, in its sole discretion, increase or decrease the Monthly Commitment (defined in Section 5.1 below) upon at least thirty (30) days prior written notice to Subscriber. If the Monthly Commitment is increased as a result of a change in the number of users in Subscriber's organization, Subscriber may, within ninety (90) days following notice of such increase, terminate this Amendment upon at least ten (10) days prior written notice to LN; otherwise this Amendment will remain in effect. Upon the request of LN, Subscriber will certify to the current total number of users.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS	COMMITMENT PERIOD(S)	MONTHLY COMMITMENT
(a) Pure Lexis	SRTNLD	Full	Beginning 01/01/03 to 12/31/03	\$ 1045.00
(b)			Beginning _____ to _____	\$ _____
(c)			Beginning _____ to _____	\$ _____
(d)			Beginning _____ to _____	\$ _____
(e)			Beginning _____ to _____	\$ _____

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

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The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected images use that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

ADDITIONAL CHARGES

Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

CLOSED OFFER

offer of LN contained herein is valid until December 19, 2002. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

MISCELLANEOUS

During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation or the use of or charges for other billgroups.

During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber on the first Commitment Period on the last day of any calendar month upon at least thirty (30) days prior written notice to LN.

This Amendment may also be terminated by Subscriber on ten (10) days prior written notice to LN in the event (a) of an increase in the Monthly Commitment, excluding any increases listed in Section 5.1, or (b) LN discontinues providing access to a significant portion of the Materials in the Preferred Pricing Materials or Alternate Pricing Materials that Subscriber has used regularly in the ordinary course of business during the Term. To be effective, notice of termination pursuant to (a) or (b) above must be given within ninety (90) days of the event giving rise to the termination right.

UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY THE SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise amended unless mutually agreed to by both parties in writing.

READ TO AND ACCEPTED BY:

HARRISON COUNTY BOARD OF SUPERVISORS
SUBSCRIBER

ME: _____
LE: _____
TE: _____

LexisNexis, a division of Reed Elsevier Inc.
BY: _____
NAME: _____
TITLE: _____
DATE: _____

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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 6th day of January 2003.

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

ORDER APPROVING CLAIMS DOCKET, PER STATUTE

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

FUND	DESCRIPTION	BEGINNING CLAIM	ENDING CLAIM
001	GENERAL COUNTY	2827	3198
002	SPECIAL LEVY REAPP (ESCROW)	80	93
027	LOCAL LAW ENFORCE BLOCK GRANT	11	12
029	SHERIFF'S FEDERAL FORFEITURE	7	7
030	FEDERAL GRANT	54	64
096	REAPPRAISAL FUND	22	27
097	EMERGENCY 911 FUND	54	60
098	PORT AND HARBOR	6	6
105	GARBAGE AND SOLID WASTE	7	7
106	VOLUNTEER FIRE	127	142
114	SHERIFF'S FORFEITURE FUND	15	17
115	SHERIFF'S CANTEEN FUND	40	50
125	STATE TRIAD GRANT	25	28
127	H/C WASTEWATER FUND	9	9
137	HARRISON COUNTY DEVELOPMENS	3	3
150	ROAD FUND	690	838
156	ROAD PROTECTION FUND	134	163
160	BRIDGE & CULVERT FUND	53	66
301	CAPITAL PROJECT ROAD FUND	10	10
303	MS DEVELOPMENT BANK \$10M	45	48
305	MS DEVELOPMENT BANK \$15M E-911	5	5
655	REGIONAL AIRPORT	6	6
681	PAYROLL CLEARING	145	150
690	COMMUNITY COLLEGE MAINT/SUP	3	3
691	COMMUNITY COLLEGE SUPP/REPAIR	3	3
698	D'IBERVILLE W/S DISTRICT	3	3
699	LONG TERM DEBT	3	3

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 6th day of January 2003.

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

**ORDER APPROVING CONTRACTUAL AGREEMENT WITH JOHN
MCADAMS, CHANCERY CLERK, IN AN AMOUNT NOT TO EXCEED
\$45,000.00, FOR THE PURPOSE OF RESTORING AND PRESERVING
RECORDS ESSENTIAL TO THE OPERATION OF GOVERNMENT,
PURSUANT TO SEC. 19-15-1 OF THE MISS. CODE OF 1972 FOR THE
CALENDAR YEAR 2003, AND AUTHORIZING THE BOARD
PRESIDENT TO EXECUTE SAID AGREEMENT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE contractual agreement with John McAdams, Chancery Clerk, in an amount not to exceed \$45,000.00, for the purpose of restoring and preserving records essential to the operation of government, pursuant to Sec. 19-15-1 of the Miss. Code of 1972 for the calendar year 2003. It is further,

ORDERED that the Board does HEREBY AUTHORIZE the Board president to execute said agreement, same being as follows:

**RECORDS PRESERVATION AND
RESTORATION CONTRACT**

The Harrison County Board of Supervisors does hereby contract with John McAdams, Chancery Clerk, for the purpose of preserving and restoring records essential to the operation of government and to the protection of the rights and interests of persons, as authorized by Section 19-15-1, Miss. Code of 1972, Annotated.

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

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

This contract entered into on January 6, 2003.

President, Board of Supervisors

John McAdams, Chancery Clerk

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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 6th day of January 2003.

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

**ORDER APPROVING EMPLOYMENT OF JOHN MCADAMS,
CHANCERY CLERK, TO COLLECT AND ASSEMBLE DATA AND
INFORMATION TO PERFORM THE SERVICE REQUIRED BY THE
BOARD OF SUPERVISORS FOR PREPARING HOMESTEAD
EXEMPTIONS, AS PER SECTION 27-33-37(M) OF THE MISS. CODE
OF 1972, AS AMENDED, TO PERFORM CERTAIN DUTIES, AND
FIXING COMPENSATION FOR SAID SERVICES FOR THE YEAR 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE employment of John McAdams, Chancery Clerk, to collect and assemble data and information to perform the service required by the Board of Supervisors for preparing homestead exemptions, as per Section 27-33-37(m) of the Miss. Code of 1972, as amended, to perform certain duties, and fixing compensation for said services for the year 2003.

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

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

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

THIS the 6th day of January 2003.

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

**ORDER APPROVING CIAP REQUEST FOR PAYMENT #4 IN THE
 AMOUNT OF \$3,200.00 TO SANFORD R. STECKLER FOR LEGAL
 SERVICES ON MS.24.10 WOLF RIVER ACQUISITION PROGRAM,
 APPROVED FOR PAYMENT BY DEE DEE WHITE, GRANTS
 MANAGEMENT FOR MISSISSIPPI DEQ, PAYABLE UPON RECEIPT OF
 FUNDS FROM 073-641-701**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE CIAP Request for Payment #4 in the amount of \$3,200.00 to Sanford R. Steckler for legal services on MS.24.10 Wolf River Acquisition Program, approved for payment by Dee Dee White, Grants Management for Mississippi DEQ, payable upon receipt of funds from 073-641-701.

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

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY 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 6th day of January 2003.

* * *

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

**ORDER APPROVING SUPPLEMENTAL RENTAL AGREEMENT WITH
PITNEY BOWES FOR FORMS BUSTER AND INSERTING SYSTEM, AT
A COST OF \$697.00, PAYABLE FROM 001 151 533, AND
AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE supplemental rental agreement with Pitney Bowes for forms buster and inserting system, at a cost of \$697.00, payable from 001 151 533. It is further,

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

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between Harrison County (hereinafter referred to as "Customer", and Pitney Bowes, Inc. (hereinafter referred to as "Vendor"). This Agreement becomes effective upon signature by Customer and vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. **CUSTOMER ACCOUNT ESTABLISHMENT**
 - A. A separate Vendor Customer Number will be required for each specific customer/installation location.
 - B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
 - C. "Ship-to" and/or "Installed-at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
 - D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.
2. **EQUIPMENT SELECTION, PRICES, AND AGREEMENT:** The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.
3. **SHIPPING AND TRANSPORTATION:** Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.
4. **RISK OF LOSS OR DAMAGE TO EQUIPMENT:** While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.
5. **DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:**
 - A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
 - B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
 - C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
 - D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
 - E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no resumption of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.
6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.
8. **PAYMENTS:**
 - A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301 et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.
 - B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
 - C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.
9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the

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party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

- 24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.
- 25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.
- 26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.
- 28. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20__

Vendor: Pitney Bowes, Inc.
 By: [Signature]
 Authorized Signature
 Printed Name: TIM GUNN
 Title: MAE II

WITNESS:

Witness my signature this the _____ day of _____, 20__

State of Mississippi: Harrison County
 By: _____
 Authorized Signature
 Printed Name: _____
 Title: _____

WITNESS:

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

EXHIBIT "A"
 RENTAL AGREEMENT
 FOR USE BY
 MISSISSIPPI DEPARTMENTS AND VENDORS
 (Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: Pitney Bowes, Inc.

Customer Agency Name: HARRISON COUNTY CHANCERY CLERK

Bill to Address: P.O. Drawer CC
GULFPORT, MS 39502

Ship to Address: HARRISON COUNTY COURTHOUSE
1801 23RD AVE
GULFPORT, MS 39501

Description of Equipment, Software, or Services	Price
<u>MODEL 3324 HID</u>	<u>697.⁰⁰</u>
<u>FORMS BURSTER</u>	
<u>MODEL "33CS" CHECKSIGNER</u>	
<u>MODEL "3 Series" TABLETOP</u>	
<u>INSERTING SYSTEM</u>	
<u>TRAINING INC.</u>	

Delivery Schedule and Installation Date: ASAP

Rental Term: Number of Months 48 Start Date _____ End Date _____

Modifications: _____

Jim Brown
 Vendor Signature

X

 Customer Signature

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

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 6th day of January 2003.

* * *

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

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

**ORDER AUTHORIZING REDEMPTION FOR ERRONEOUS TAX SALE,
AS LISTED**

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

JOHN MCADAMS - FIRST JUDICIAL DISTRICT

a) \$1461.92, Parcel 0907M-02-002.000, 100% homestead left off.

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 6th day of January 2003.

* * *

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

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

ORDER AUTHORIZING REFUND FOR TAXES PAID IN ERROR, AS LISTED

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

- a) \$344.78 to Carl L. Wallace, parcel #0708K-01-001.014.
- b) \$13.59 to William S. Hinton, parcel #0908D-01-186.000.

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 6th day of January 2003.

* * *

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

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

ORDER AUTHORIZING PAYMENT OF CLAIMS, AS LISTED

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

a) \$103,850.00 to Samuel B. Day Construction, Inc., Application for Payment No. 7 for work on Jail Support Services Complex at the Adult Detention Facility, recommended for payment by Shaw Design Group and payable from 304 238 581.

b) \$1,625.85 to Shaw Design Group, Invoice 2023.3-9, services on Jail Support Services Complex at Adult Detention Facility, payable from 304 238 581.

c) \$6,174.00 to Clifford, Harvey & Culumber, Invoice #5235, audit of Harrison County Correctional Facility Finance Authority, payable from 001 100 581.

d) \$298.50 to Elizabeth Bost Simpson, court reporter, for transcript of public hearing for Harrison County proposed new lines/new district boundaries for Harrison County Supervisors, recommended for payment by Joe Meadows and payable from 001-100-558.

e) Long Beach Water Management District Claims Docket, submitted by Dukes, Dukes, Keating & Faneca, Docket of Claims for 12/19/02 meeting totaling \$9,518.45 (Dukes law firm, \$8,013.99; Riddick Family Trust, \$1,260.00; Michael Wren, \$124.46; Brett Mallette, \$120.00) payable from 697 fund.

f) \$3,223.00 to Knesal Engineering for writing new boundary descriptions of the five Supervisor's Voting Districts, payable from 001 100 581.

g) \$2,065.00 to Eddie M. Bigelow for services rendered to administer the Unmet Needs Program, payable from 001 100 581.

h) \$67,973.00 to Mississippi Security Police Inc., Invoice #663, services rendered for management of Youth Detention Center for month of December 2002, payable from 001 223 581.

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

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

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

THIS the 6th day of January 2003.

* * *

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

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

**ORDER RESCINDING PAYMENT OF CLAIM APPROVED DECEMBER 9,
2002, RECORDED IN MINUTE BOOK 375, PAGE 125, \$21,296.00
TO TONY PARNELL CONSTRUCTION COMPANY**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY RESCIND ORDER rescinding payment of claim approved December 9, 2002, recorded in Minute Book 375, Page 125, \$21,296.00 to Tony Parnell Construction Company. (The check has been returned by payee to the Chancery Clerk).

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 6th day of January 2003.

* * *

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

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

**ORDER ACKNOWLEDGING RECEIPT OF AND SPREADING UPON THE
MINUTES THE RECORDED WARRANTY DEED FOR THE ESPOSITO
PROPERTY LOCATED IN THE SECOND JUDICIAL DISTRICT, AS
APPEARS IN DEED BOOK 395, PAGES 399-411**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT AND SPREAD UPON THE MINUTES the recorded Warranty Deed for the Esposito property located in the Second Judicial District, as appears in Deed Book 395, pages 399-411, same being as follows:

BOOK 395 PAGE 399

STATE OF MISSISSIPPI
COUNTY OF HARRISON



2nd Judicial District
Instrument Number 2002 3226 D
Filed 12 10 2002 2 57 P
Total Fees
Book 395 Page 399-411 Recorded

INDEXING INSTRUCTIONS:

Parcel 1: Metes and bounds in Section 27-7-9, Section Block 118 bounded on the East by Lameuse; on the North by now or formerly Fallow; South by McDonnell; West by now or formerly Richardson.

Parcel 2: Metes and bounds in Section 27-7-9, Section Block 118 South by Washington Street; West by Delauney; North by McElroy.

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned Thomas A. Esposito, Anna Marie Andrews; and Jeannette Egers Romero and Raymond Thomas Egers, sole heirs of Johanna Lillie Egers, Deceased, do hereby sell, convey and warrant unto Harrison County, Mississippi the following described land and property located in the Second Judicial District, City of Biloxi, Mississippi, and described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

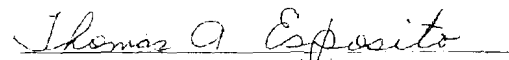
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

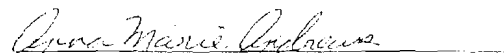
BOOK 283 PAGE 1440

There is attached to this Warranty Deed, and made a part hereof, two Affidavits of Heirship regarding Joseph T. Esposito, Deceased, and Johanna Lillie Eggers, Deceased, marked Exhibits "B" and "C" respectively, and made in part hereof as if fully copied in words and figures herein.

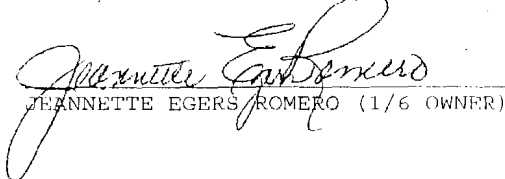
The herein described property does not constitute a part of the homestead of the grantors.

WITNESS our signatures this the 26th day of November, 2002.


THOMAS A. ESPOSITO (1/3 OWNER)


ANNA MARIE ANDREWS (1/3 OWNER)


RAYMOND THOMAS EGGERS (1/6 OWNER)


JEANNETTE EGGERS ROMERO (1/6 OWNER)

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

BOOK 388 PAGE 401

GRANTORS

GRANTEE

Mr. Thomas A. Esposito, Sr.
 2264 Sunkist Country Club Rd.
 Biloxi, MS 39532
 Ph: 388-8734

Harrison County, Mississippi
 P. O. Drawer CC
 Gulfport, MS 39502
 865-4070

Ms. Anna Marie Andrews
 1051 Lafayette Street
 Biloxi, MS 39530
 486-4679

Mr. Raymond P. Egers
 249 Rodenberg Avenue
 Biloxi, MS 39531
 424-6340

Ms. Jeannette Egers Romero
 1322 Mill Circle
 Ocean Springs, MS 39564
 875-8909

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


BOOK 305 PAGE 402

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named Thomas A. Esposito, who being by me first duly sworn on his oath stated that he executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as his own act and deed.

SWORN TO AND SUBSCRIBED before me this the 26th day of
November, 2002.


NOTARY PUBLIC

My Commission Expires: 2/26/16

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

BOOK 305 PAGE 403

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named Anna Marie Andrews, who being by me first duly sworn on her oath stated that she executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as his own act and deed.

SWORN TO AND SUBSCRIBED before me this the 26th day of November, 2002.

Karen A. ...
NOTARY PUBLIC

My Commission Expires: 2/26/04

[Faint, illegible text]

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

BOOK 306 PAGE 101

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named Jeannette Egers Romero, who being by me first duly sworn on her oath stated that she executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as his own act and deed.

SWORN TO AND SUBSCRIBED before me this the 26th day of November, 2002.


NOTARY PUBLIC

My Commission Expires: 11/26/06

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

BOOK 347 PAGE 405

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named Raymond Thomas Egers, who being by me first duly sworn on his oath stated that he executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as his own act and deed.

SWORN TO AND SUBSCRIBED before me this the 26th day of November, 2002.

[Signature]
NOTARY PUBLIC

My Commission Expires: 3/26/04

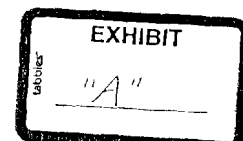
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

PARCEL 1

That certain lot or parcel of land lying on the West side of Lameuse Street, between McElroy Street and Washington Street, and known as Municipal No. 519 Lameuse Street, and having a frontage of 40 feet on the West side of Lameuse Street, and running back West a distance of 96 feet, more or less, to the property now or formerly of Richardson; being bounded on the North by now or formerly Fallo; East by Lameuse Street; South by McDonnell; and West by now or formerly Richardson; and being conveyed with all improvements, rights, and appurtenances thereunto belonging.

PARCEL 2

That certain lot or parcel of land located in block bounded East by Lameuse Street, South by Washington Street, West by Delauney Street, and North by McElroy Street, being further described as that certain lot or parcel of land having a width of 66 feet, more or less, facing East upon the western boundary line of property now or formerly belonging to Fallo, Esposito, and McDonnell, and extending thence in a westerly direction between parallel lines a distance of 50 feet, being bounded as follows, to-wit: bounded on the North by property now or formerly McElroy and Fallo, East by property now or formerly Fallo, Esposito, and McDonnell, and South by property belonging now or formerly to McDonnell and Ohr, and on the West by property now or formerly Sauce, and being the East 50 feet of the Sauce property, and being further the property conveyed to Joseph T. Esposito herein by deed dated February 10, 1950 recorded in Book 329 at Pages 73-74 of the Land Deed record in the office of the Chancery Clerk of Harrison County, Second Judicial District, Mississippi.



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

BOOK 305 PAGE 404

STATE OF MISSISSIPPI

COUNTY OF HARRISON

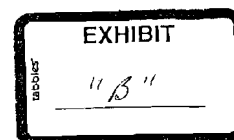
AFFIDAVIT OF HEIRSHIP

Personally came and appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named THOMAS A. ESPOSITO, who being by me first duly sworn on his oath stated the following:

(1) That he is the brother of JOSEPH T. ESPOSITO, Deceased; and

(2) To his personal knowledge, JOSEPH T. ESPOSITO, died on or about the 16th day of June, 1989, in Harrison County, Mississippi, as per the attached Death Certificate; and

(3) JOSEPH T. ESPOSITO was a single man at the time of his death and had never married and had no heirs at law other than alicant, THOMAS A. ESPOSITO, JOSEPHINE ESPOSITO ALLEN AND JOHANNA ESPOSITO EGGERS, his brother and sisters respectively; and



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

BOOK 348 PAGE 407

(4) At the time of his death, JOSEPH T. ESPOSITO died
Intestate and no Estate was ever opened.

Thomas A. Esposito
AFFIANT

Sworn to and subscribed before me this the 16th day of November,
2002.

Adrian Allen
NOTARY PUBLIC

My commission expires: 3/30/06

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

BOOK 395 PAGE 408

STANDARD MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH
VITAL RECORDS

TYPE OR PRINT WITH BLACK INK
FILING DATE JUL 11 1989
CERTIFICATE OF DEATH
STATE OF MISSISSIPPI
STATE FILE NUMBER 123-

DECEASED
1. NAME: Joseph Thomas Esposito
2. SEX: Male
3a. HOUR OF DEATH: 0558
3b. DATE OF DEATH: June 16, 1989

4. RACE: White
5a. AGE AT LAST BIRTHDAY: 74 Years
5b. MCS: 15c. DAYS: 53 HOURS: 5e. MINS:
6. DATE OF BIRTH: July 30, 1914
7a. COUNTY OF DEATH: Harrison

7b. CITY OR TOWN OF DEATH: Biloxi
7c. HOSPITAL OR OTHER INSTITUTION: Biloxi Regional Medical Center 24B
7d. IF IN HOSP. OR INST. SPECIFY INPT. OUTPT. EMER. RM/DH/DOA: In-patient
8. STATE OF BIRTH: Mississippi

9. EDUCATION: 12 (High School)
10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED: Never Married
11. SURVIVING SPOUSE: none
12. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No): yes

13. ORIGIN OR DESCENT: Italian
14. SOCIAL SECURITY NUMBER: 426-09-1800
15a. USUAL OCCUPATION: Co-Owner/Operator
15b. KIND OF BUSINESS OR INDUSTRY: Hardware Store

16a. RESIDENCE - STATE: Mississippi
16b. COUNTY: Harrison
16c. CITY OR TOWN: Biloxi
16d. INSIDE CITY LIMITS: yes
16e. STREET AND NUMBER OR RURAL LOCATION: 172 Hoxie Street

PARENTS
17. FATHER - NAME: Thomas J. Esposito
18. MOTHER - NAME: Jeannette Pons

INFORMANT
19a. INFORMANT - NAME: Raymond Rogers
19b. MAILING ADDRESS: 249 Rodenburg Ave., Biloxi, MS 39531

DISPOSITION
20a. BURIAL, CREMATION, REMOVAL: Burial
20b. CEMETERY, CREMATORY - NAME: Biloxi City Cemetery
20c. LOCATION: Biloxi, MS
20d. FUNERAL HOME - NAME AND MISSISSIPPI I.D. NUMBER: Bradford O'Keefe 24b
20e. MAILING ADDRESS: P.O. Box 133, Biloxi, Mississippi 39533-0133

PRONOUNCEMENT
22a. PERSON WHO PRONOUNCED DEATH: Martha A Carr, M.D.
22b. PRONOUNCED DEAD: ON June 16, 1989
22c. PRONOUNCED DEAD (Hour): AT 0558

CERTIFIER
23a. CERTIFIER - NAME: Billy M Wansley, M.D.
23b. MAILING ADDRESS: 132 E. Washington Loop, Biloxi, Mississippi 39530

24a. To the best of my knowledge, death occurred due to the cause(s) and manner as stated.
24b. DATE SIGNED: [Signature]
24c. STATE LICENSE NUMBER: 04426
24d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER: [Signature]
24e. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated.
24f. TITLE: [Signature]
24g. DATE SIGNED: [Signature]

CAUSE OF DEATH
25. PART I. DEATH CAUSED BY:
(a) Cardiac arrest
(b) Acute myocardial infarction
(c) Arteriosclerotic cardiovascular disease
Interval between onset and death: Immediate
Interval between onset and death: Less than one day
Interval between onset and death: Unknown

26. PART II. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I.
27. ALTHOUGH (Yes or No): NO
28. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No):

29a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION OR UNDETERMINED: []
29b. DATE OF INJURY: []
29c. HOUR OF INJURY: []
29d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED: []
29e. INJURY AT WORK: []
29f. PLACE OF INJURY: []
29g. LOCATION: []

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE.

Alton B. Cobb, M.D.
Alton B. Cobb, M.D.
STATE HEALTH OFFICER

July 11, 1989

David Lohrlich
David Lohrlich
STATE REGISTRAR

WARNING: It is illegal to alter or counterfeit this copy.



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

BOOK 305 PAGE 409

STATE OF MISSISSIPPI

COUNTY OF COUNTY

AFFIDAVIT OF HEIRSHIP

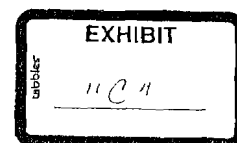
Personally came and appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named THOMAS A. ESPOSITO, who being by me first duly sworn on his oath stated the following:

(1) That he is the brother of JOHANNA LILLIE EGGERS, Deceased; and

(2) To his personal knowledge JOHANNA LILLIE EGGERS, died on or about January 8, 2002, in Harrison County, Mississippi, as per the attached Certificate of Death; and

(3) JOHANNA LILLIE EGGERS, was a widow, having been married but once and then to RAYMOND PAUL EGGERS, who predeceased her, having died in 1983; and

(4) JOHANNA LILLIE EGGERS was survived by her children, namely: JEANNETTE EGGERS ROMERO and RAYMOND THOMAS EGGERS, being her only heirs at law; and



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

BOOK 300 PAGE 110

(5) At the time of her death, JOHANNA LILLIE EGGERS died
Intestate and no Estate was ever opened.

Thomas G. Esposito
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME, this the 26th day of
November, 2002.

Karen Ann
NOTARY PUBLIC

My Commission Expires:
12/26/06

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

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH
VITAL RECORDS

BOOK 398 PAGE 411

TYPE OR PRINT WITH BLACK INK FILING DATE **JAN 16 2002** CERTIFICATE OF DEATH STATE FILE NUMBER **123-**

DECEASED If death occurred in an institution, see HANDBOOK, regarding completion of RESIDENCE items For RESIDENCE items enter actual location of home (other than mailing address)	1 NAME	2 SEX	3a HOUR OF DEATH	3b DATE OF DEATH (Month, Day, Year)	
	JOHANNA LILLIE EGGERS	FEMALE	1410 P.	JANUARY 8, 2002	
	4 RACE (Specify White, Black, American Indian, etc.)	5a AGE AT LAST BIRTHDAY	5b MONTHS	5c DAYS	5d HOURS
	WHITE	89			
6 DATE OF BIRTH (Month, Day, Year)	7a COUNTY OF BIRTH	7b CITY OR TOWN OF BIRTH	7c HOSPITAL OR OTHER INSTITUTION, NAME AND NUMBER (if not in either give street address, route number or other location)	7d IF IN HOSP. OR INST. SPECIFY INPT., OUTPT., EMER. ROOM, UDA	
FEBRUARY 24, 1912	HARRISON	BILOXI	BILOXI REGIONAL MEDICAL CENTER 24B	INPATIENT	
9 DECEDENT'S EDUCATION (Specify only highest grade completed)	10 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify WIDOWED)	11 SURVIVING SPOUSE (if wife, give maiden name)	12 WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No)		
Elementary School, College			NO		
13 ORIGIN OR DESCENT (Specify Cuban, Also American, Mexican, etc.)	14 SOCIAL SECURITY NUMBER	15a USUAL OCCUPATION (kind of work done, most of working life)	15b KIND OF BUSINESS OR INDUSTRY		
AMERICAN	426-09-0024	HOMEMAKER	OWN HOME		
16a RESIDENCE—STATE	16b COUNTY	16c CITY OR TOWN	16d INSIDE CITY LIMITS (Specify Yes or No)	16e STREET AND NUMBER OR RURAL LOCATION	
MISSISSIPPI	HARRISON	BILOXI	YES	185 LAMFUSE STREET	
17 FATHER—NAME	18 MOTHER—NAME				
THOMAS J. ESPOSITO	JOHANNA PONS				
19a INFORMANT—NAME (Type or print)	19b MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code)				
JEANNETTE ROMERO	1323 MILL CIRCLE, OCEAN SPRINGS, MS 39564				
20a BURIAL, CREMATION, REMOVAL (Specify)	20b CEMETERY, CREMATORY—NAME	20c LOCATION (City and State)	21a EMBALMER—SIGNATURE AND NUMBER		
BURIAL	BILOXI CITY CEMETERY	BILOXI, MS	JOSE ESCOBAR FS#918		
21b FUNERAL HOME—NAME AND MISSISSIPPI ID NUMBER	21c MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code)				
BRADFORD O'KEEFE FUNERAL HOME (24B)	P. O. BOX 133, BILOXI, MS 39533				
22a PERSON WHO PRONOUNCED DEATH—NAME AND TITLE (Type or print)	22b PRONOUNCED DEAD (Month, Day, Year)	22c PRONOUNCED DEAD (Hour)			
G. REZA MOTAKHAVERI, M.D.	ON JANUARY 8, 2002	AT 1410 P.			
23a CERTIFIER—NAME (Type or print)	23b MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code)				
MARION J. WAINWRIGHT, M.D.	147 REYNOIR, SUITE 204, BILOXI, MS 39530				
24a To the best of my knowledge, death occurred due to the cause(s) and manner stated hereon.	24b On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated.				
SIGNATURE: <i>Marion Wainwright</i>	SIGNATURE: _____				
24c DATE SIGNED (Month, Day, Year)	24d STATE LICENSE NUMBER	24e TITLE	24f DATE SIGNED (Month, Day, Year)		
1/14/02	08060				
24g NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print)					
25 PART I: IMMEDIATE CAUSE (Enter one cause only)	Interval between onset and death				
(a) Acute renal failure	4 days				
(b) Card congestive Heart Failure	7 days				
(c) Cardiomyopathy	10 years				
26 PART II: OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause (Specify PART I)					
Hypertension, Diabetes					
27a ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify)	27b DATE OF INJURY (Month, Day, Year)	27c HOUR OF INJURY	27d DESCRIBE INJURY OR BY WHAT MEANS INJURY OCCURRED		
NO					
28a INJURY AT WORK (Yes or No)	28b PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office, building, etc.)	28c LOCATION	Street or route number, City or town, State		

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE

F. E. Thompson Jr. MD
F. E. Thompson, Jr., M.D., MPH
STATE HEALTH OFFICER

Judy Moulder
Judy Moulder
STATE REGISTRAR

JAN 16 2002

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMPOSSED SEAL OF THE MISSISSIPPI STATE BOARD OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

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

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

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

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

THIS the 6th day of January 2003.

* * *

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

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

**ORDER APPROVING THE EMPLOYMENT OF PHILIP SHAW TO
PREPARE BID SPECIFICATIONS FOR BIDS TO REMOVE THE
STRUCTURE LOCATED ON THE ESPOSITO PROPERTY PURCHASED
BY THE COUNTY AND PLANS TO FENCE THE EXERCISE AREA**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Philip Shaw to prepare bid specifications for bids to remove the structure located on the Esposito property purchased by the County and plans to fence the exercise area.

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 6th day of January 2003.

* * *

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

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

ORDER ACKNOWLEDGING RECEIPT OF REQUEST FOR REVIEW OF APPLICATIONS FILED WITH THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES, AS ON FILE WITH THE CLERK OF THE BOARD, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE ACKNOWLEDGMENT OF RECEIPT FOR SAME, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of request for review of applications filed with the Mississippi Department of Marine resources, as on file with the Clerk of the Board, as listed:

- a) Bayview Partners, LLC, DMR-03264.
- b) Northrop Grumman Ships Systems, Avondale Operations, DMR-03359.
- c) Treasure Bay Corporation, DMR-03334.

It is further,

ORDERED that the Board does HEREBY AUTHORIZE the Board President to execute the following acknowledgments of receipt:



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



MISSISSIPPI
DEPARTMENT OF MARINE RESOURCES

REQUEST FOR REVIEW OF APPLICATION

TO: Mayor, City of Biloxi
 District Attorney, Harrison County
 Harrison County Prosecuting Attorney
 Harrison County Board of Supervisors
 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 Bayview Partners, LLC,
 DMR-03264

DATE: December 9, 2002

In accordance with the provisions of the Coastal Wetlands Protection Law, we herewith enclose a copy of the application by Bayview Partners, LLC, DMR-03264.

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 **January 9, 2003**.

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

ACKNOWLEDGMENT OF RECEIPT: _____
Signature Date

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



MISSISSIPPI
DEPARTMENT OF MARINE RESOURCES

REQUEST FOR REVIEW OF APPLICATION

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

FROM: Department of Marine Resources

SUBJECT: Application by Northrop Grumman Ship Systems, Avondale Operations;
DMR-03359

DATE: December 27, 2002

In accordance with the provisions of the Coastal Wetlands Protection Law, we herewith
enclose a copy of the application by **Northrop Grumman Ship Systems, Avondale
Operations; DMR-03359.**

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 **January 24, 2003.**

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

ACKNOWLEDGMENT OF RECEIPT: _____
Signature Date

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



MISSISSIPPI
DEPARTMENT OF MARINE RESOURCES

REQUEST FOR REVIEW OF APPLICATION

TO: Mayor, City of Biloxi
 District Attorney, Harrison County
 Harrison County Prosecuting Attorney
 ✓ Harrison County Board of Supervisors
 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 Treasure Bay Corporation,
 DMR-03334

DATE: December 27, 2002

In accordance with the provisions of the Coastal Wetlands Protection Law, we herewith enclose a copy of the application by Treasure Bay Corporation, DMR-03334.

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 January 27, 2003.

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

ACKNOWLEDGMENT OF RECEIPT: _____
 Signature Date

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

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

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

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

THIS the 6th day of January 2003.

* * *

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

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

ORDER ACKNOWLEDGING RECEIPT OF THE SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) GENERAL PERMIT ISSUED BY THE PERMIT BOARD ON ENVIRONMENTAL QUALITY ISSUED DECEMBER 10, 2002 REQUIRING SUBMISSION OF APPLICATION (MS4NOI) AND ASSOCIATED STORM WATER MANAGEMENT PROGRAM BY MARCH 10, 2003

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the Small Municipal Separate Storm Sewer System (MS4) general permit issued by the Permit Board on Environmental Quality issued December 10, 2002 requiring submission of application (MS4NOI) and associated storm water management program by March 10, 2003, same being as follows:

State of Mississippi
Mississippi Department of
Environmental Quality (MDEQ)
Office of Pollution Control (OPC)
Water Pollution Control

**MISSISSIPPI
SMALL MUNICIPAL SEPARATE
STORM SEWER SYSTEM (MS4)
GENERAL PERMIT**

**FOR CITIES, COUNTIES AND
OTHER DESIGNATED ENTITIES**

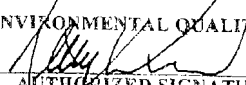
TO DISCHARGE STORM WATER IN ACCORDANCE WITH THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

THIS CERTIFIES THAT

MS4s ISSUED A CERTIFICATE OF PERMIT COVERAGE
UNDER THIS PERMIT ARE GRANTED PERMISSION TO DISCHARGE
STORM WATER FROM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS
INTO
STATE WATERS

in accordance with effluent limitations, inspection requirements and other conditions set forth in Parts I through VII hereof. This permit is issued in accordance with the provisions of the Mississippi Water Pollution Control Law (Section 49-17-1 et seq., Mississippi Code of 1972), and the regulations and standards adopted and promulgated thereunder, and under authority granted pursuant to Section 402(b) of the Federal Water Pollution Control Act.

MISSISSIPPI ENVIRONMENTAL QUALITY PERMIT BOARD


AUTHORIZED SIGNATURE

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Permit Issued: December 10, 2002 Permit No. MSKMS4
Permit Expires: November 30, 2007

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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**SMALL MS4 STORM WATER
GENERAL NPDES PERMIT**

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PART I. PERMIT APPLICABILITY AND COVERAGE

A. PERMIT AREA

The permit covers the State of Mississippi.

B. ELIGIBILITY

1. The permitting of selected storm sewer systems is required as a result of the U.S. Environmental Protection Agency's Phase II Storm Water Rule. This permit authorizes discharges of storm water from small Municipal Separate Storm Sewer Systems (MS4s), as defined in 40 CFR 122.26(b)(16). MS4s are authorized to discharge under the terms and conditions of this general permit that:

- operate a small MS4 within the State of Mississippi, and
- are located fully or partially within an urbanized area as determined by the latest census by the Bureau of Census and pursuant to 40 CFR 122.32, or
- as designated by the Mississippi Commission on Environmental Quality (Commission) pursuant to 40 CFR 122.32(a)(2), 122.32(b), or 123.35(b)(3) or (4).

2. For the Mississippi Department of Transportation (MDOT), at a minimum, permit coverage must be obtained for the entire counties (including cities within) of: DeSoto, Forrest, Hancock, Harrison, Hinds, Jackson, Lamar, Madison and Rankin.

3. The discharges of storm water commingled with discharges authorized by and in compliance with separate NPDES permits are authorized under this permit.

4. This permit authorizes the following non-storm water discharges provided: (1) they do not cause or contribute to a violation of water quality standards, (2) the Executive Director of the Mississippi Department of Environmental Quality (MDEQ) has determined these sources entering the MS4 are not a substantial cause or contributor of pollutants entering the MS4 that may violate applicable state or federal laws, regulations, or criteria, (3) the regulated entity has determined these sources entering the MS4 are not a substantial contributor of pollutants entering the MS4 that may violate applicable state or federal laws, regulations, or criteria, and (4) the regulated entity is implementing the Storm Water Management Program as set forth in Part IV. of this permit:

- water line flushing
- landscape irrigation
- diverted stream flows
- rising ground waters
- uncontaminated ground water infiltration (infiltration is defined as water other than wastewater that enters a storm sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.)
- uncontaminated pumped ground water
- discharges from potable water sources
- foundation drains
- air conditioning condensate
- irrigation water
- springs
- water from crawl space pumps
- footing drains
- lawn watering runoff
- water from individual residential car washing
- flows from riparian habitats and wetlands
- dechlorinated swimming pool discharges
- street wash water
- discharges or flows from fire fighting activities
- fire hydrant flushings
- external building wash downs which do not use detergents

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C. LIMITATIONS ON COVERAGE

1. This permit does **not** authorize:
 - a. Storm water discharges that are mixed with non-storm water unless such non-storm water discharges are in compliance with a separate NPDES permit.
 - b. Storm water discharges that are mixed with non-storm water discharges and that are determined to be a substantial contributor of pollutants to waters of the United States.
 - c. Storm water discharges associated with industrial activity as defined in 40 CFR 122.26(b)(14)(i) - (ix) and (xi).
 - d. Storm water discharges associated with construction activity as defined in 40 CFR 122.26(b)(14)(x) or 40 CFR 122.26(b)(15).
 - e. Discharges or discharge-related activities that are likely to jeopardize the continued existence of any species that is listed as endangered or threatened under the Endangered Species Act (ESA) or result in the adverse modification or destruction of habitat that is designated as critical under the ESA. Coverage under this permit is available only if the regulated entity's storm water discharges, allowable non-storm water discharges, and discharge-related activities are not likely to jeopardize the continued existence of any species that is listed as endangered or threatened ("listed") under the ESA or result in the adverse modification or destruction of habitat that is designated as critical under the ESA ("critical habitat").
 - f. Implementation of a Storm Water Management Program (SWMP) which directly and adversely affect properties listed or eligible for listing in the National Register of Historic Places, unless the regulated entity is in compliance with requirements of the National Historic Preservation Act and has coordinated any necessary activities to avoid or minimize such direct and adverse impacts with the appropriate State Historic Preservation Officer.
 - g. Storm water discharges, which result in violation of State Water Quality Standards.
2. Submission of a signed NOI will be deemed to constitute the regulated entity's certification of eligibility regarding Part I. C. 1. e. and 1. f. of this permit.

D. OBTAINING AUTHORIZATION

1. The regulated entity must submit a MS4 Notice of Intent (MS4 NOI) and a Storm Water Management Program (SWMP) in accordance with the requirements of Part II. of this permit.
2. Upon review of the MS4 NOI, the staff may require additional information, deny coverage, or require an alternate permit. Staff decisions may be brought before the Mississippi Environmental Quality Permit Board (Permit Board) for review and reconsideration at a regularly scheduled meeting.
3. A regulated entity is authorized to discharge storm water from its MS4 under the terms and conditions of this permit, only upon receipt of written notification of approval of coverage by the Permit Board. Discharge of storm water by a regulated entity without written notification of coverage or issuance of an individual NPDES Storm Water Permit by the Permit Board is a violation of State law.
4. In the event that a regulated entity: (1) submits an MS4 NOI in a timely manner, and (2) substantially complies with the requirements of the general permit, including development of the Storm Water Management Program, the discharges occurring between the submission of the MS4 NOI and the issuance of notification of coverage shall be considered in compliance with this permit.

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E. REQUIRING AN INDIVIDUAL PERMIT OR ALTERNATIVE GENERAL PERMIT

1. The Permit Board may require the regulated entity to apply for and obtain an individual NPDES permit instead of coverage under this permit. Any interested person may petition the Permit Board to take action under this paragraph in accordance with Section 49-17-29 of the Mississippi Code. The Permit Board may require the regulated entity to apply for an individual NPDES permit only after they have been notified in writing. This notice shall include reasons for this decision, an application form and a filing deadline. The Permit Board may grant additional time upon request. If the regulated entity fails to submit a requested application in a timely manner, coverage under this permit is automatically terminated at the end of the day specified for application submittal.
2. The regulated entity may request to be excluded from permit coverage by applying for an individual permit. The regulated entity shall submit an individual application in accordance with 40 CFR 122.33 (2) (i - iii).
3. Coverage under this permit is automatically terminated on the issuance or coverage date of the respective alternate individual NPDES permit. When an alternate individual NPDES permit is denied, coverage under this permit continues unless terminated on the date of such denial by the Permit Board.

PART II. SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM NOTICE OF INTENT (MS4 NOI)

A. DEADLINES FOR NOTIFICATION

1. A regulated entity desiring coverage for storm water discharges under this general permit shall submit a MS4 NOI form. If the regulated entity is automatically designated under 40 CFR 122.32(a)(1), then the regulated entity is required to submit a MS4 NOI and storm water management plan by March 10, 2003. For regulated entities that have been designated by the Commission pursuant to 40 CFR 122.32(a)(2), the regulated entity is required to submit an MS4 NOI and storm water management plan within 180 days of designation by the Commission. If a late MS4 NOI is submitted, the regulated entity's authorization is only for discharges that occur after permit coverage is granted. The Commission reserves the right to take appropriate enforcement actions for any unpermitted discharges during the period of March 10, 2003 to the time that the regulated entity obtains coverage.

MS4 NOI forms may be obtained from MDEQ by calling 601/961-5171. MS4 NOI forms, as well as the general permit and guidance manual, and may also be found on the MDEQ web site at www.deq.state.ms.us.

2. For regulated entities covered by a previous Small Municipal Separate Storm Sewer System (MS4) General Permit, re-coverage must be made in accordance with the requirements of the reissued permit.

B. CONTENTS OF THE MUNICIPAL SEPARATE STORM SEWER SYSTEM NOTICE OF INTENT

The Notice of Intent shall be signed in accordance with Part VI. E. of this permit and shall include the following information:

1. The name of the regulated entity, mailing address, and telephone number specifying the contact person.
2. An indication of whether the regulated entity is a Federal, State, County, Municipal, or other public entity.
3. The urbanized area where your MS4 is located; the name of your organization, and county(ies) where your MS4 is located.
4. The name of the major (named on a USGS Quad Map) receiving water(s).
5. A list of receiving waters that are on the latest State of Mississippi 303(d) list of impaired waters.

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6. If relying on another governmental entity regulated under the storm water regulations (40 CFR 122.26 & 122.32) to satisfy one or more of the regulated entity's permit obligations, the identity of that entity or entities and the element(s) they will be implementing must be submitted. If the entity that the permitted MS4 operator is relying on to carry out the requirements of the minimum control measure fails to meet the permit requirements, it is the regulated entity's responsibility to assure compliance.
7. As an attachment to the MS4 NOI, a **Storm Water Management Program (SWMP)** must be submitted that includes the minimum requirements of Part IV. A. and B. of this permit.

C. JOINT MUNICIPAL SEPARATE STORM SEWER SYSTEM NOTICE OF INTENT (MS4 NOI)

A regulated entity may, pursuant to the Mississippi Storm Water Management District Act, Miss. Code Ann § 51-39-1 et. Seq., or under other applicable authority, partner with another regulated entity to develop and/or implement a SWMP. However, each regulated entity remains responsible for the implementation of the SWMP in their MS4. Each regulated entity must complete the joint MS4 NOI form. The SWMP must clearly describe which regulated entity will be implementing each control measure.

D. WHERE TO SUBMIT THE MUNICIPAL SEPARATE STORM SEWER SYSTEM NOTICE OF INTENT (MS4 NOI)

Complete and appropriately signed MS4 NOI forms must be submitted to

Chief, Environmental Permits Division
MS Dept of Environmental Quality, Office of Pollution Control
P.O. Box 10385
Jackson, Mississippi 39289-0385

E. FAILURE TO NOTIFY

Failure to submit a MS4 NOI in accordance with State and Federal Law and Regulations, or as required by this general permit and discharges of storm water from regulated MS4s to waters of the State without coverage under this permit or an individual NPDES permit are violations of State law.

PART III. SPECIAL CONDITIONS

A. DISCHARGES TO WATER QUALITY IMPAIRED WATERS AND TOTAL MAXIMUM DAILY LOAD (TMDL) ALLOCATIONS

If there are storm water discharges to a 303(d) listed impaired water, the SWMP must include a section describing how the program will control the discharge of the pollutants of concern and not cause or contribute to violations of water quality standards. The required description must identify specific measures and Best Management Practices (BMPs) that will be implemented to collectively control the discharge of the pollutants of concern so as not to cause or contribute to violations of water quality standards. During the term of the permit (5 years), additional measures may be required when a Total Maximum Daily Load (TMDL) has been specified for a receiving waterbody or when a Watershed Management Plan has been adopted for a watershed.

B. DISCHARGE COMPLIANCE WITH WATER QUALITY STANDARDS

Discharges must not be causing or have the reasonable potential to cause or contribute to a violation of a water quality standard. If a discharge authorized under this permit is later determined to cause or have the reasonable potential to cause or contribute to the violation of an applicable water quality standard, MDEQ will notify the regulated entity of such water quality violation(s) in writing and will provide the public information used by MDEQ to make this determination. The regulated entity must take all necessary actions required by their SWMP to ensure future discharges do not cause or contribute to the violation of a water quality standard and document these actions in the SWMP. If such violations remain or re-occur, then additional measures such as the addition of BMPs or the requirement to obtain an individual permit may be required by the Permit Board. Compliance with this requirement does not preclude any enforcement activity as provided by the Clean Water Act for the underlying violation.

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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PART IV. STORM WATER MANAGEMENT PROGRAM (SWMP)

A. REQUIREMENTS

The regulated entity must develop, implement, and enforce a Storm Water Management Program (SWMP) designed to reduce the discharge of pollutants from its *Municipal Separate Storm Sewer System (MS4)* to the maximum extent practicable (MEP) to protect water quality and to satisfy applicable water quality requirements of the Clean Water Act. The SWMP is not required to address discharges into the regulated MS4 that occur outside the jurisdiction (not owned or operated by the regulated entity) of the regulated entity. The SWMP should include management practices; control techniques and system design, and engineering methods, and such other provisions necessary for the control of pollutants to satisfy the applicable water quality requirements of the Clean Water Act. The SWMP and MS4 NOI must be submitted by March 10, 2003. A regulated entity's SWMP must include the minimum control measures described in Section B. of this Part. The SWMP, at a minimum, must be implemented for the entire urbanized area, or if designated separately by the MDEQ Executive Director, the entire designated area. To the extent available to it, MDEQ will provide to the regulated entity EPA maps of the relevant urbanized area. The plan must identify:

1. Best Management Practices (BMPs) that the regulated entity or partner regulated entity will implement for each of the storm water minimum control measures.
2. Measurable goals for each of the BMPs including, as appropriate, the years in which the regulated entity will undertake required actions, including interim milestones and the frequency of the action.
3. Responsible persons for implementing or coordinating the BMPs for the SWMP.
4. In addition to the requirements listed above, the regulated entity must:
 - a. Provide a rationale for how and why the regulated entity selected each of the BMPs and measurable goals for the SWMP.
 - b. Develop and fully implement the regulated entity's program by five years from permit issuance.
 - c. Implement BMPs and set measurable goals that are targeted to addressing existing water quality problems and preventing new water quality problems.

B. SIX MINIMUM CONTROL MEASURES

The six minimum control measures to be included in the SWMP are:

I. Public education and outreach on storm water impacts

The regulated entity must:

- a. Implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and the steps that the public can take to reduce pollutants in storm water runoff.
- b. Define appropriate BMPs for this minimum control measure and measurable goals for each BMP.
- c. Document the decision process for the development of a storm water public education and outreach program. The regulated entity's rationale statement must address both the overall public education program and the individual BMPs, measurable goals, and responsible persons for this program. The rationale statement must include the following information, at a minimum:
 - (1) How the regulated entity plans to inform individuals and households about the steps they can take to reduce storm water pollution such as proper septic system maintenance, proper

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use and disposal of landscape and garden chemicals including fertilizers and pesticides, protecting and restoring riparian vegetation and properly disposing of used motor oil or household hazardous waste.

- (2) How the regulated entity plans to inform individuals and groups on how to become involved in the storm water program (with activities such as storm drain stenciling/markings, adopt-a-stream, and litter clean-up projects).
- (3) Who are the target audiences for the education program who are likely to have significant storm water impacts (including commercial, industrial and institutional entities) and why those target audiences were selected.
- (4) What are the target pollutant sources the public education program is designed to address.
- (5) What is the regulated entity's outreach strategy, including the mechanisms (e.g., printed brochures, newspapers, media, workshops, etc.) the regulated entity will use to reach target audiences, and how many people the regulated entity expects to reach by the outreach strategy over the permit term.
- (6) How the regulated entity will evaluate the success of this minimum measure, including how the measurable goals for each of the BMP's were selected.
- (7) Responsibility for overall management and implementation of the storm water public education and outreach program and, if different, who is responsible for each of the BMP's identified for this program.

2. Public Involvement/Participation

The regulated entity must

- a. At a minimum, notify the public of opportunities to provide input to the process of implementing a SWMP by:
 - (1) Posting a notification of opportunities to participate at the courthouse of the county in which the regulated entity exists, at the main post office serving the area of the regulated entity, and in at least one library serving the area of the regulated entity
 - (2) Publishing once a week for three weeks a notification of opportunities to participate in at least one newspaper of general circulation in the county that includes the regulated entity or, if the regulated entity is a municipality, in at least one newspaper of general circulation in that municipality.
- b. Define appropriate BMPs for this minimum control measure and measurable goals for each BMP
- c. Document the decision process for the development of a storm water public involvement/participation program. The regulated entity's rationale statement must address both the overall public involvement/participation program and the individual BMPs, measurable goals, and responsible persons for this program. The rationale statement must include the following information, at a minimum:
 - (1) How the regulated entity has and will continue to involve the public in the development and submittal of the MS4 NOI and SWMP.
 - (2) What is the plan to involve the public in the development and implementation of this program.
 - (3) Who are the target audiences for the public involvement program, including a description of the types of ethnic and economic groups engaged? The regulated entity is encouraged to

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actively involve all potentially affected stakeholder groups, including commercial and industrial businesses, trade associations, environmental groups, homeowners associations, and educational organizations, among others.

- (4) What are the types of public involvement activities included in the program. Where appropriate, consider the following types of public involvement activities:
- (a) Citizen representatives on a storm water management panel
 - (b) Public hearings
 - (c) Working with citizen volunteers willing to educate others about the program
 - (d) Volunteer monitoring or stream/beach clean-up activities
- (5) How the regulated entity will evaluate the success of this minimum measure, including how the measurable goals for each of the BMPs were selected.
- (6) Responsibility for the overall management and implementation of the storm water public involvement/participation program and, if different, who is responsible for each of the BMPs identified for this program

3 Illicit discharge detection and elimination

The regulated entity must:

- a. Develop, implement and enforce a program to detect and eliminate illicit discharges (as defined in 40CFR 122.26(b)(2)) into the regulated entity's small MS4.
- b. Develop, if not already completed, a storm sewer system map, showing the location of all outfalls and the names and location of all waters of the United States that receive discharges from those outfalls.
- c. To the extent allowable under State or local law, effectively prohibit, through ordinance, or other regulatory mechanism, non-storm water discharges into the regulated entity's storm sewer system and implement appropriate enforcement procedures and actions. If the regulated entity's ordinance or regulatory mechanism is already developed, include a copy of the relevant sections with the program.
- d. Develop and implement a plan to detect and address illicit discharges, including illegal dumping, to the regulated entity's system.
- e. Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste.
- f. Address the non-storm water discharges or flows identified in Part 1. B. 4. of this permit only if the regulated entity or MDEQ identify them as significant contributors of pollutants to the regulated entity's small MS4. The regulated entity may also develop a list of other similar occasional incidental non-storm water discharges (e.g. non-commercial or charity car washes, etc.) that will not be addressed as illicit discharges. These non-storm water discharges must not be reasonably expected (based on available information) to be significant sources of pollutants to the MS4. If a list of incidental non-storm water discharges is developed the regulated entity must
 - (1) Document in your plan any local controls or conditions placed on the discharges.
 - (2) Include a provision prohibiting any individual non-storm water discharge that is determined to be contributing significant amounts of pollutants to the MS4

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- g. Define appropriate BMP's for this minimum control measure and measurable goals for each BMP.
- h. Document the decision process for the development of a storm water illicit discharge detection and elimination program. The regulated entity's rationale statement must address both the overall illicit discharge detection and elimination program and the individual BMPs, measurable goals, and responsible persons for this program. The rationale statement must include the following information, at a minimum:
 - (1) The plan to detect and address illicit discharges to the regulated entity's system, including discharges from illegal dumping and spills. This plan must include dry weather field screening for non-storm water flows. This plan must also address on-site sewage disposal systems that flow into the regulated entity's storm drainage system. This description must address the following, at a minimum:
 - (a) Procedures for locating priority areas which include areas with higher likelihood of illicit connections (e.g., areas with older sanitary sewer lines)
 - (b) Procedures for tracing/locating the source of an illicit discharge
 - (c) Procedures for removing the source of the illicit discharge
 - (d) Procedures for program evaluation and assessment
 - (2) How the regulated entity plans to inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste. Include in the regulated entity's description how this plan will coordinate with the regulated entity's public education minimum measure and the regulated entity's pollution prevention/good housekeeping minimum measure programs. Illicit discharge education actions may include storm drain marking, a program to promote, publicize, and facilitate public reporting of illicit connections or discharges, and distribution of outreach materials.
 - (3) How the regulated entity will evaluate the success of this minimum measure, including how the measurable goals for each of the BMP's were selected.
 - (4) Responsibility for overall management and implementation of the storm water illicit discharge detection and elimination program and, if different, who is responsible for each of the BMP's identified for this program.

4. **Construction site storm water runoff control**

The regulated entity must:

- a. Develop, implement, and enforce a program to reduce pollutants in any storm water runoff to the small MS4 from construction activities that result in a land disturbance of greater than or equal to one (1) acre. Reduction of storm water discharges from construction activity disturbing less than one (1) acre must be included in your program if that construction activity is part of a larger common plan of development or sale that would disturb one (1) acre or more. The program must include the development and implementation of, at a minimum:
 - (1) An ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under State or local law. If an ordinance or regulatory mechanism is already developed, include a copy of the relevant sections with the storm water management program description.
 - (2) Requirements for construction site operators to implement appropriate erosion and sediment control best management practices.

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- (3) Requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality.
 - (4) Procedures for site plan review which incorporate consideration of potential water quality impacts.
 - (5) Procedures for receipt and consideration of information submitted by the public.
 - (6) Procedures for site inspection and enforcement of control measures.
- b. Define appropriate BMPs for this minimum control measure and measurable goals for each BMP.
- c. Document the decision process for the development of a construction site storm water control program. The regulated entity's rationale statement must address the overall construction site storm water control program, the individual BMPs, measurable goals, and responsible persons for this program. The rationale statement must include the following information, at a minimum:
- (1) The procedures for site plan review, including the review of pre-construction site plans, which incorporate consideration of potential water quality impacts and consistency with local sediment and erosion control requirements.
 - (2) The procedures for receipt and consideration of information submitted by the public. Consider coordinating this requirement with the regulated entity's public education program.
 - (3) The procedures for site inspection and enforcement of control measures, including how the regulated entity will prioritize sites for inspection based on the nature of the construction activity, topography, soil characteristics, and receiving water quality. Some examples of sanctions to ensure compliance include non-monetary penalties, fines, bonding requirements and/or permit denials for non-compliance.
 - (4) The procedures to provide appropriate educational training measures for construction site operators.
 - (5) How the regulated entity will evaluate the success of this minimum measure, including how the measurable goals for each of the BMPs were selected.
 - (6) Responsibility for overall management and implementation of the construction site storm water control program and, if different, who is responsible for each of the BMPs identified for this program.

5. **Post-construction storm water management in new development and redevelopment**

The regulated entity must:

- a. Develop, implement, and enforce a program to address storm water runoff from new development and redevelopment projects that disturb greater than or equal to one (1) acre, including projects less than one (1) acre that are part of a larger common plan of development or sale, that discharge into the regulated entity's small MS4. The program must ensure that controls are in place that would prevent or minimize water quality impacts.
- b. Develop and implement strategies, which include a combination of structural and/or non-structural best management practices (BMPs), appropriate for the regulated entity.

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- c. Use an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects to the extent allowable under State or local law. If this ordinance or regulatory mechanism is already developed, include a copy of the relevant sections with the program.
- d. Ensure adequate long-term operation and maintenance of BMPs.
- e. Define appropriate BMPs for this minimum control measure and measurable goals for each BMP.
- f. Document the decision process for the development of a post-construction storm water management program. The regulated entity's rationale statement must address the overall post-construction storm water management program, the individual BMPs, measurable goals, and responsible persons for this program. The rationale statement must include the following information, at a minimum:
 - (1) The regulated entity's program to address storm water runoff from new development and redevelopment projects. Include in this description any specific priority areas for this program.
 - (2) How the regulated entity's program will be specifically tailored for the regulated entity, minimize water quality impacts, and attempt to maintain pre-development runoff conditions.
 - (3) Any non-structural BMPs in the program, including, as appropriate:
 - (a) Policies and ordinances that provide requirements and standards to direct growth to identified areas, protect sensitive areas such as wetlands and riparian areas, maintain and/or increase open space (including a dedicated funding source for open space acquisition), provide buffers along sensitive water bodies, minimize impervious surfaces, and minimize disturbance of soils and vegetation and encourage infill development in higher density urban areas, and areas with existing storm sewer infrastructure.
 - (b) Education programs for developers and the public about project designs that minimize water quality impacts.
 - (c) Measures such as minimization of the percentage of impervious area after development, and minimization of directly connected impervious areas.
 - (4) Any structural BMPs in the program, including, as appropriate:
 - (a) Storage practices such as wet ponds and extended-detention outlet structures.
 - (b) Filtration practices such as grassed swales, bioretention cells, sand filters and filter strips.
 - (c) Infiltration practices such as infiltration basins, infiltration trenches and pervious concrete.
 - (5) Ensure the appropriate implementation of the structural BMPs by considering some or all of the following:
 - (a) Pre-construction review of BMP design
 - (b) Inspections during construction to verify BMPs are built and properly designed
 - (c) Post-construction inspection and maintenance of BMPs

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(d) Penalty provisions for non-compliance

(6) How the regulated entity will evaluate the success of this minimum measure, including how the measurable goals for each of the BMPs were selected.

(7) Responsibility for overall management and implementation of the regulated entity's post-construction storm water management program and, if different, who is responsible for each of the BMPs identified for this program.

6. Pollution prevention/good housekeeping for municipal operations

The regulated entity must:

- a. Develop and implement an operation and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from the regulated entity's operations.
- b. Using training materials that are available from EPA, the State, or other organizations, the regulated entity's program must include employee training to prevent and reduce storm water pollution from activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and storm water system maintenance.
- c. Define appropriate BMPs for this minimum control measure and measurable goals for each BMP.
- d. Document the decision process for the development of a pollution prevention/good housekeeping program for municipal operations. The regulated entity's rationale statement must address the overall pollution prevention/good housekeeping program, the individual BMPs, measurable goals, and responsible persons for this program. The rationale statement must include the following information, at a minimum:
 - (1) The regulated entity's program must specifically list the municipal operations that are impacted by this operation and maintenance program. The regulated entity must also include a list of industrial facilities that the regulated entity owns or operates which are covered by General Storm Water Permits or have individual NPDES Storm Water Permits. Include the facility's coverage number and/or permit number.
 - (2) Any employee training program the regulated entity will use to prevent and reduce storm water pollution from activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and storm water system maintenance. Describe any existing, available materials the regulated entity plans to use. Describe how this training program will be coordinated with the outreach programs developed for the public information minimum measure and the illicit discharge minimum measure.
 - (3) The regulated entity's program description must specifically address the following areas:
 - (a) Maintenance activities, maintenance schedules, and long-term inspection procedures for controls to reduce floatables (including froth, oil and floating solids) and other pollutants to the MS4.
 - (b) Controls for reducing or eliminating the discharge of pollutants from streets, roads, highways, municipal parking lots, maintenance and storage yards, waste transfer stations, fleet or maintenance shops with outdoor storage areas, salt/sand storage locations and waste transfer stations.
 - (c) Procedures for the proper disposal of waste removed from the MS4 and regulated entity's operations, including dredge spoil, accumulated sediments, floatables, and other debris.

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- (d) Procedures to ensure that new flood management projects are assessed for impacts on water quality and existing projects are assessed for incorporation of additional water quality protection devices or practices.
- (4) How the regulated entity will evaluate the success of this minimum measure, including how the measurable goals for each of the BMPs were selected
- (5) Responsibility for overall management and implementation of the pollution prevention/good housekeeping program and, if different, who is responsible for each of the BMPs identified for this program.

C. SHARING RESPONSIBILITY

1. Implementation of one or more of the minimum measures may be shared with another entity, or the other entity may fully take over the measure. A regulated entity may rely on another entity only if:
 - a. The other entity, in fact, implements the control measure.
 - b. The particular control measure, or component of that measure, is at least as stringent as the corresponding permit requirement.
 - c. The other entity agrees to implement the control measure on the regulated entity's behalf and accepts this obligation in writing. This obligation must be maintained as part of the description of the regulated entity's storm water management program. If the other entity fails to implement the control measure on the regulated entity's behalf, then the regulated entity remains liable for any discharges due to that failure to implement.
2. In the case of the construction minimum measure, MDEQ may agree to assume responsibility, if petitioned by the regulated entity, for the portion of the minimum measure that addresses large construction activities five (5) acres and greater. If MDEQ agrees to assume responsibility the regulated entity is not required to include that portion of the minimum control measure in the SWMP nor required to address large construction in the annual report.

D. REVIEWING AND UPDATING STORM WATER MANAGEMENT PROGRAMS

1. **Storm Water Management Program Review:** The regulated entity must do an annual review of their Storm Water Management Program in conjunction with preparation of the annual report required under Part V. C. of this permit.
2. **Storm Water Management Program Update:** The regulated entity may change their Storm Water Management Program during the life of the permit in accordance with the following procedures:
 - a. Changes adding (but not subtracting or replacing) components, control measures, or requirements to the Storm Water Management Program may be made at any time upon written notification to MDEQ. These changes must be documented in the annual report.
 - b. Changes subtracting or replacing ineffective or impracticable components, control measures, or requirements, specifically identified in the Storm Water Management Program, with alternate components, controls, or requirements may be requested at any time. Unless denied by the Permit Board, changes proposed in accordance with the criteria below shall be deemed approved and may be implemented 60 days from submittal of the request. If request is denied, the Permit Board, or MDEQ acting on behalf of the Permit Board, will respond in writing. The regulated entity's modification requests must include the following:
 - (1) An analysis of why the components, control measures, goals, or requirements are ineffective or impracticable (including cost analyses).

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- (2) Expectations on the effectiveness of replacement components, control measures, goals, or requirements.
 - (3) An analysis of why the replacement components, control measures, goals, or requirements are expected to achieve the goals of the components, controls, or requirements to be replaced.
 - c. Change requests or notifications must be made in writing and signed in accordance with Part VI E. of this permit.
- 3. **Storm Water Management Program Updates Required by MDEQ:**
 - a. The Permit Board may require changes to the Storm Water Management Program as needed to:
 - (1) Address impacts on receiving water quality caused, or contributed to, by discharges from the MS4.
 - (2) Include additional control measures when a Total Maximum Daily Load (TMDL) has been specified for a receiving waterbody, when a Watershed Management Plan has been adopted for a watershed or if a coverage recipient's SWMP proves to be inadequate in reducing pollutants in storm water runoff.
 - (3) Include more stringent requirements necessary to comply with new Federal statutory or regulatory requirements.
 - (4) Include such other conditions necessary to comply with the requirements of the Clean Water Act.
 - b. Changes requested by the Permit Board must be made in writing, set forth the time schedule for the regulated entity to develop the changes, and offer the regulated entity the opportunity to propose alternative program changes to meet the objective of the requested modification. All changes required by the Permit Board will be made in accordance with 40 CFR 124.5, 40 CFR 122.62, or as appropriate 40 CFR 122.63.
- 4. **Transfer of Operational Authority, or Responsibility for Storm Water Management Program Implementation:** The regulated entity must implement the Storm Water Management Program on all new areas added to the regulated entity's portion of the municipal separate storm sewer system (or for which the regulated entity becomes responsible for implementation of storm water quality controls) as expeditiously as practicable, but not later than one year from addition of the new areas. Implementation may be accomplished in a phased manner to allow additional time for controls that cannot be implemented immediately.
 - a. Within 90 days of a transfer of operational authority, or responsibility for storm water management program implementation, the regulated entity must have a plan for implementing the regulated entity's Storm Water Management Program on all affected areas. The plan may include schedules for implementation. Information on all new annexed areas and any resulting updates required to the Storm Water Management Program must be included in the annual report.
 - b. Only those portions of the Storm Water Management Programs specifically required as permit conditions shall be subject to the modification requirements of 40 CFR 124.5. Addition of components, controls, or requirements by the regulated entity(s) and replacement of an ineffective or infeasible BMP implementing a required component of the Storm Water Management Program with an alternate BMP expected to achieve the goals of the original BMP shall be considered minor changes to the Storm Water Management Program and not modifications to the permit.

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E. FAILURE TO IMPLEMENT STORM WATER MANAGEMENT PROGRAM (SWMP)

Any permit noncompliance constitutes a violation of the Mississippi Water Pollution Control Law and is grounds for enforcement action against the MS4. In addition, failure by the MS4 to initiate appropriate enforcement actions as defined in the SWMP may be the basis for State determination that the MS4 has failed to take timely enforcement action. In instances where the State determines that the MS4 has not initiated timely and appropriate enforcement action, the State may proceed with any or all enforcement options against the discharger and MS4 under the Clean Water Act.

PART V. LIMITATIONS, MONITORING, AND REPORTING

A. STORM WATER DISCHARGES

Storm water shall be free from:

1. debris, oil, scum, and other floating materials other than in trace amounts
2. eroded soils and other materials that will settle to form objectionable deposits in receiving waters
3. suspended solids, turbidity and color at levels inconsistent with the receiving waters
4. substances in concentrations that would cause violation of State Water Quality Criteria in the receiving waters

B. MONITORING

The coverage recipient must evaluate program compliance, the appropriateness of their identified best management practices, and progress towards achieving their identified measurable goals. Although water quality sampling and analysis may be used by a regulated entity, it is not a requirement of this permit.

C. ANNUAL REPORTS

The coverage recipient must prepare and submit to MDEQ an annual report. The objective of the annual report is to summarize the progress made in implementing the conditions of the permit and elements of the storm water management plan. These annual reports must include, at a minimum:

1. The status of compliance with permit conditions, an assessment of the appropriateness of the coverage recipient's identified BMP's and progress towards achieving the coverage recipient's identified measurable goals for each of the minimum control measures.
2. Results of information collected and analyzed, including monitoring data, if any, during the reporting period.
3. A summary of the storm water activities planned during the next reporting cycle.
4. Proposed changes to the storm water management program, including changes to any BMP's or any identified measurable goals that apply to the program elements.
5. Changes in any identified measurable goals that apply to the program elements.
6. Notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

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7. The number of small construction projects receiving approval from the MS4. Small construction projects are land disturbance activities of equal to or greater than one (1) acre and less than five (5) acres or are part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre and less than five (5) acres. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. (i.e. an existing ditch, channel, or other similar storm water conveyance, as well as routine grading of existing dirt roads, asphalt overlays of existing roads, and similar maintenance activities).
8. The number of large construction projects receiving approval from the MS4. Large construction projects are land disturbance activities of equal to or greater than five (5) acres or are part of a larger common plan of development or sale with a planned disturbance of equal to or greater than five (5) acres. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of a ditch, channel, or other similar storm water conveyance. Large construction activity does not include the routine grading of existing dirt roads, asphalt overlays of existing roads, and similar maintenance activities.
9. Documentation that all control measures being planned or implemented that may address Wasteload Allocation (WLA) provisions of a TMDL, if it is found that a MS4 must implement specific WLA provisions of a TMDL. Also, include a schedule of implementation for all planned controls.
10. Certification that the MS4 NOI and SWMP are up to date. The annual report shall be certified according to Part VI. H. of this permit.

D. REPORTING

The annual reports required in Part V. C. of this permit are to be submitted annually postmarked no later than the 28th day of January. **The first submission may be for less than a 12-month period.** Reports shall be submitted to the OPC at the following address:

Chief, Environmental Compliance and Enforcement Division
Office of Pollution Control, Dept of Environmental Quality
P.O. Box 10385
Jackson, Mississippi 39289-0385

E. RECORDKEEPING

All records, reports and information resulting from activities required by this permit shall be retained for a period of at least three years from the date of the coverage recipient's MS4 NOI, inspection or report. The coverage recipient must make records required by this permit, including the regulated entity's SWMP, available to the public at reasonable times during regular business hours. (The regulated entity may assess a reasonable charge for copying. The coverage recipient may require a member of the public to provide advance notice, not to exceed two working days.)

F. NONCOMPLIANCE REPORTING

1. **Anticipated Noncompliance.** The regulated entity shall give at least 10 days advance notice, if possible, before any planned noncompliance with permit requirements.
2. **Unanticipated Noncompliance.** The regulated entity shall notify the OPC orally within 24 hours from the time he or she becomes aware of unanticipated noncompliance. A written notice shall be provided to the OPC within 5 working days of the time he or she becomes aware of the circumstances. The written report shall describe the cause, the exact dates and times, steps taken or planned to reduce, eliminate, or prevent recurrence of the noncompliance and, if the noncompliance has not ceased, the anticipated time for correction.

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PART VI. OTHER PERMIT CONDITIONS

A. DUTY TO COMPLY

Any permit noncompliance constitutes a violation of the Mississippi Water Pollution Control Law and is grounds for enforcement action or coverage termination and requiring reapplication in accordance with Part I. E. 1. of this permit.

B. CONTINUATION OF AN EXPIRED GENERAL PERMIT

All general permits and coverages issued by the Permit Board shall remain in full force and effect until the Permit Board makes a final determination regarding any reissuance, modification, or revocation of the permits and coverages.

C. DUTY TO MITIGATE

The regulated entity shall take all reasonable steps to minimize or prevent any discharge in violation of this permit that is likely to adversely affect human health or the environment.

D. DUTY TO PROVIDE INFORMATION

The regulated entity shall furnish to the MDEQ, within a reasonable time, any information which the MDEQ may request to determine compliance with this permit.

E. SIGNATORY REQUIREMENTS

All Notice of Intent forms, reports, certifications, or information submitted to the permitting authority, or that this permit requires be maintained by you shall be signed and certified as follows:

1. The MS4 NOI(s) and SWMP(s) submitted to the OPC shall be signed by a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes (1) the chief executive officer of the agency, or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).
2. All reports required by this permit, and other information requested by the Permit Board shall be signed by a person described above or a duly authorized representative (see F. below).

F. DULY AUTHORIZED REPRESENTATIVE

A person is a duly authorized to sign submissions to the OPC only if

1. the authorization is made in writing by a person described in E., above, and submitted to the MDEQ
2. the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated activity, such as manager, operator, superintendent or one having overall environmental responsibility (a duly authorized representative may be a named individual or any individual occupying a named position).

G. CHANGES TO AUTHORIZATION

If an authorization is no longer accurate because a different individual or position has permit responsibility, a new authorization satisfying the above requirements must be submitted to the MDEQ prior to or together with any reports, information or applications signed by the representative.

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H. CERTIFICATION

Any person signing documents under this section shall make the following certification:

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

I. OIL AND HAZARDOUS SUBSTANCE LIABILITY

Nothing in this permit shall relieve the regulated entity from responsibilities, liabilities, or penalties under Section 311 of the Clean Water Act (CWA).

J. PROPERTY RIGHTS

The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

K. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

L. PROPER OPERATION AND MAINTENANCE

The regulated entity shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the regulated entity to achieve compliance with the conditions of this permit including the storm water pollution prevention plan. Proper operation and maintenance includes adequate laboratory controls with appropriate quality assurance procedures and requires the operation of backup or auxiliary facilities when necessary to achieve compliance with permit conditions.

M. BYPASS PROHIBITION

Bypass (see 40 CFR 122.41(n)) is prohibited and enforcement action may be taken against a regulated entity for a bypass, unless: (1) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the regulated entity should, in the exercise of reasonable engineering judgement, have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and (3) The regulated entity submitted notices per Part V. F. of this permit.

N. UPSET CONDITIONS

An upset (see 40 CFR 122.41(n)) constitutes an affirmative defense to an action brought for noncompliance with technology-based permit limitations if a regulated entity shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence, that: (1) An upset occurred and the regulated entity can identify the specific cause(s) of the upset, (2) The permitted facility was at the time being properly operated, (3) The regulated entity submitted notices per Part V. F. of this permit. The regulated entity took remedial measures as required under Part VI. C. of this permit. In any enforcement proceeding, the regulated entity has the burden of proof that an upset occurred. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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O. INSPECTION AND ENTRY

The regulated entity shall allow MDEQ or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to

1. enter upon the regulated entity's premises where a regulated activity is located or conducted or where records must be kept under the conditions of this permit;
2. have access to and copy at reasonable times any records that must be kept under the conditions of this permit; and
3. inspect at reasonable times any facilities or equipment.

P. PERMIT ACTIONS

This permit may be modified, revoked and reissued, or terminated for cause. A request by the regulated entity for permit or coverage modification, revocation and reissuance, or termination, or a certification of planned changes or anticipated noncompliance does not stay any permit condition.

Q. SCIENTIFIC, TECHNICAL AND LEGAL ENVIRONMENTAL ASSISTANCE

As provided in Parts III. A., III. B. and Part IV. B. 1. - 6. above, where a discharge authorized under this permit is determined to cause or have the reasonable potential to cause or contribute to the violation of an applicable water quality standard or other requirement of a regulation promulgated by the Commission or any of the minimum control measures set forth in its SWMP and required by this permit (referred to herein as "Environmental Requirement"), MDEQ shall, in writing, notify the regulated entity of the actual or potential violation of the Environmental Requirement. After receiving such notification from MDEQ, the regulated entity may request MDEQ assistance in determining the source of the pollutant discharge to the MS4, which is causing the MS4 to violate or have the potential to violate the Environmental Requirement. Such requests are proper where MDEQ's scientific, technical, or other environmental knowledge may assist the regulated entity in isolating and addressing sources of actual or potential violation of the Environmental Requirement which are not readily discoverable by the regulated entity after completing the procedures required by the regulated entity's SWMP. When a regulated entity requests MDEQ assistance, MDEQ will provide to the regulated entity available public information relevant to MDEQ's notification.

The Commission shall retain jurisdiction and responsibility to enforce compliance with all applicable Commission regulations and the permit. The regulated entity shall retain jurisdiction and responsibility to enforce compliance with its SWMP, local laws, regulations, and ordinances. MDEQ, as appropriate and able, will provide technical assistance to the regulated entity as it pursues judicial or administrative enforcement procedures. However, the implementation of the SWMP remains the responsibility of the regulated entity.

PART VII. REOPENER CLAUSE

A. REQUIREMENT TO OBTAIN AN INDIVIDUAL OR ALTERNATIVE GENERAL PERMIT

If there is evidence indicating potential or realized impacts on water quality due to storm water discharge covered by this permit, the regulated entity may be required to obtain an individual permit or an alternative general permit in accordance with Part I. E. of this permit or the permit may be modified to include different limitations and/or requirements.

B. PERMIT MODIFICATION

Permit modification or revocation will be conducted according to 40 CFR 122.62, 122.63, 122.64 and 124.5.

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PART VIII. DEFINITIONS

All definitions contained in Section 502 of the Act and 40 CFR 122 shall apply to this permit and are incorporated herein by reference. For convenience, simplified explanations of some regulatory/statutory definitions have been provided, but in the event of a conflict, the definition found in the Statute or Regulation takes precedence.

Best Management Practices "BMPs" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of State. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Codes of Federal Regulations "CFR" are documents containing all finalized regulations. The contents of 40 CFR are all related to the environmental aspects.

"Commission" means the Mississippi Commission on Environmental Quality.

Control Measure as used in this permit, refers to any Best Management Practice or other method used to prevent or reduce the discharge of pollutants to waters of the State.

CWA or "The Act" means the Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et seq.

Discharge-Related Activities include: activities which cause, contribute to, or result in storm water point source pollutant discharges; and measures to control storm water discharges, including the siting, construction and operation of best management practices (BMPs) to control, reduce or prevent storm water pollution.

Illicit Connection means any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

Illicit Discharge means any discharge to a municipal separate storm sewer that is not composed entirely of storm water except discharges pursuant to a NPDES permit (other than the NPDES permit for discharges from the municipal separate storm sewer) and those non-storm water discharges identified in Part I.B.3. of this permit.

Larger Common Plan of Development or Sale means a contiguous area where multiple separate and distinct construction activities are occurring under one plan. The plan in a common plan of development or sale is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating that construction activities may occur on a specific plot.

Major Receiving Water(s) are those waters of the State that are named on an United States Geological Quadrangle Map.

Maximum Extent Practicable "MEP" is the statutory standard that establishes the level of pollutant reductions that operators of regulated MS4s must achieve. The CWA requires that NPDES permits for discharges from MS4s "shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques and system, design and engineering methods." Compliance with the conditions of the general permit and the series of steps associated with identification and implementation of the minimum control measures will satisfy the MEP standard. EPA has intentionally not provided a precise definition of MEP to allow maximum flexibility in MS4 permitting. MS4s need the flexibility to optimize reductions in storm water pollutants on a location-by-location basis. EPA envisions that this evaluative process will consider such factors as conditions of receiving waters, specific local concerns, and other aspects included in a comprehensive watershed plan. Other factors may include MS4 size, climate, implementation schedules, current ability to finance the program, beneficial uses of receiving water, hydrology, geology, and capacity to perform operation and maintenance. The pollutant reductions that represent MEP may be different for each small MS4, given the unique local hydrologic and geologic concerns that may exist and the differing possible pollutant control strategies. Therefore, each regulated entity will determine appropriate BMPs to satisfy each of the six minimum control measures through an evaluative process.

EPA envisions application of the MEP standard as an iterative process. MEP should continually adapt to current conditions and BMP effectiveness and should strive to attain water quality standards. Successive iterations of the mix of BMPs and measurable goals will be driven by the objective of assuring maintenance of water quality standards. If, after implementing the six minimum control measures there is still water quality impairment associated with discharges from the MS4, after successive permit terms the regulated entity will need to expand or better tailor its BMPs within the scope of the six minimum control measures for each subsequent permit. EPA envisions that this process may take two to three permit terms.

Measurable Goals are a municipality's storm water program goals, which are intended to gauge permit compliance and program effectiveness.

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Municipality refers to a city, town, county, district, association, or other public body created by or under State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes.

MS4 is an acronym for "Municipal Separate Storm Sewer System" and is used to refer to either a Large, Medium (e.g. "the Jackson MS4"), or Small Municipal Separate Storm Sewer System. The term is used to refer to either the system operated by a single entity or a group of systems within an area that are operated by multiple entities (e.g., the Jackson MS4 includes MS4s operated by the city of Jackson, the Mississippi Department of Transportation (MDOT) - state and interstate highways, their right-of-ways and thoroughfares [including highways, streets, roads, bridges, maintenance facilities, service areas, and rest areas] within the jurisdictional boundary of MDOT, the University Medical Center and others).

Municipal Separate Storm Sewer means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States, (ii) Designed or used for collecting or conveying storm water; (iii) Which is not a combined sewer; and (iv) Which is not part of a Publicly Owned Treatment Works (POTW).

National Pollutant Discharge Elimination System "NPDES" refers to Section 402 of the federal Clean Water Act.

NOI is an acronym for "Notice of Intent" to be covered by this permit and is the mechanism used to "register" for coverage under a general permit.

Permit Board means the Mississippi Environmental Quality Permit Board established pursuant to Miss. Code Ann. § 49-17-28.

Phase II is the second stage of the State and Federal storm water permit regulations.

Regulated Entity is a small MS4 within the State of Mississippi and located fully or partially within an urbanized area as determined by the latest Decennial Census pursuant to 40 CFR 122.32, or designated by MDEQ pursuant to 40 CFR 123.35.

Small Municipal Separate Storm Sewer System refers to all separate storm sewers that are owned or operated by the United States, a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States, but is not defined as "large" or "medium" municipal separate storm sewer system (those municipalities with a population of 100,000 or more). This term includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings.

Storm Water means rainfall runoff, snowmelt runoff, and surface runoff.

Storm Water Management Program "SWMP" refers to a comprehensive program to manage the quality of storm water discharged from the municipal separate storm sewer system.

Total Maximum Daily Load "TMDL" means the calculated maximum permissible pollutant loading to a waterbody at which water quality standards can be maintained. The sum of wasteload allocations (WLAs) and load allocations (LAs) for any given pollutant.

Urbanized Area "UA" is a land area comprising one or more places (core and fringe) with urban limits defined by a population density of 1,000 people per square mile and its contiguous census tracts of 500 people per square mile that together have a residential population of at least 50,000.

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

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

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

THIS the 6th day of January 2003.

* * *

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

ORDER ACKNOWLEDGING RECEIPT OF LOCAL EMERGENCY
 MANAGEMENT PROGRAM ENHANCEMENT GRANT AWARD IN THE
 AMOUNT OF \$25,720.00 FOR GRANT PERIOD OF 12/15/2002 THROUGH
 6/30/2003

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of Local
 Emergency Management Program Enhancement Grant award in the amount of \$25,720.00
 for grant period of 12/15/2002 through 6/30/2003, same being as follows:

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
 1410 Riverside Drive
 Jackson, MS 39202-0000

Local Emergency Management Program Enhancement GRANT AWARD

DATE OF AWARD: 12/13/02

GRANTEE: Harrison County Emergency Agency

PROGRAM NAME: Local Emergency Management Program Enhancement Grant

GRANT PERIOD: 12/15/2002 to 06/30/2003 GRANT NO: LEMPEG - 015

AWARDED THIS TRANSACTION: \$15,773.00


CURRENT TOTAL AWARD: \$15,773.00

Under the Local Emergency Management Program Enhancement Grant Program, the Mississippi Emergency Management Agency, hereby awards to the aforementioned Grantee, a State of Mississippi grant in the amount shown above, for the purchase of equipment, as listed below to enhance Emergency Operations Center (EOC) capabilities.

The grant shall become effective upon return of an original signed copy of this document by the Grantee designated official(s), to the Mississippi Emergency Management Agency. Expenditures incurred prior to execution of this grant award period are not allowable.

The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in State and local purchasing laws.

You are authorized to purchase the equipment listed, which was part of your LEMPEG submission:
 Harrison Co. Share of EM2000 - \$5,000.00
 Proxima Projector - \$6,312.00
 Dell Laptop Computer (2) - \$4,036.00
 Davis Weather System - \$425.00



 Robert R. Latham, Jr.
 Executive Director

Acceptance for the Grantee:



Date 12/18/02

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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MISSISSIPPI EMERGENCY MANAGEMENT AGENCY LOCAL EMERGENCY MANAGEMENT PROGRAM ENHANCEMENT GRANT APPLICATION

PART 1 APPLICANT INFORMATION

The following information is necessary to process the application: (PLEASE PRINT)

Point of contact: Linda Rouse Title: Director
 Organization Name: Harrison Co. Civil Defense Address: Post Office Box 68
 City: Gulfport, State: Mississippi Zip: 39502
 Work Phone: 228-865-4002 Fax Number: 228-865-4087

PART 2 EQUIPMENT LIST

List by Priority equipment/item requested: (Cost to be shared by 5 Counties)	Estimated Cost of equipment/item:	Expected Physical Location of equipment:	MEMA USE ONLY:	
1. <u>EM 2000 Server</u>	<u>\$25,000.00</u>	<u>EOC</u> <u>Harrison Co. CD</u>	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
2. <u>2 - Proxima Projectors 12,624.00</u> <u>with equipment & hookups</u>	<u>12,624.00</u>	<u>EOC</u> <u>Harrison Co. CD</u>	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
3. <u>2 - Dell Laptop Computers 4,036.00</u>	<u>4,036.00</u>	<u>H.C. EOC</u>	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
4. <u>Davis Weather System</u>	<u>425.00</u>	<u>H.C. EOC</u>	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
5. _____	_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
6. _____	_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
7. _____	_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
8. _____	_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
9. _____	_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
10. _____	_____	_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
Total	\$ _____			

PART 3 NARRATIVE JUSTIFICATION

Briefly describe how the items/equipment above will improve local operational capability.

1. Server will be housed in the Harrison Co. EOC to be shared by the coastal counties for message handling and coordination with MEMA.
2. Overhead projectors located in the EOC were purchased in 1989. Visibility has deteriorated and is virtually impossible to read from the EOC positions.
3. Laptop computers needed to be used in EOC for messaging systems.

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MISSISSIPPI EMERGENCY MANAGEMENT AGENCY LOCAL EMERGENCY MANAGEMENT PROGRAM ENHANCEMENT GRANT APPLICATION

County: Harrison

PART 3 (Continued)

4. Instruments needed to determine wind speed and wind direction in emergency situations.

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

- APPLICANT USE ONLY -

Local EMA Director Signature _____ 10-25-02
Name Linda Rouse, Harrison County Civil Defense Dir Date

County Official Signature _____
Name Pamela Ulrich, Harrison Co. Adm Date 10-25-02

- MEMA USE ONLY -

MEMA Director: _____
Robert R. Latham, Jr. Date

MEMA Deputy Director: _____
Leon K. Shaifer Date

Mall To: Mississippi Emergency Management Agency
Local EM Program Enhancement Grant
Post Office Box 4501

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

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

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

THIS the 6th day of January 2003.

* * *

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

**ORDER APPROVING BUDGET AMENDMENT TO 001-260-922 IN THE
AMOUNT OF \$6,312.00 FOR PURCHASE OF A SECOND PROJECTOR
NOT FUNDED THROUGH THE LOCAL EMERGENCY MANAGEMENT
PROGRAM ENHANCEMENT GRANT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does **HEREBY APPROVE** budget amendment to
001-260-922 in the amount of \$6,312.00 for purchase of a second projector not funded
through the Local Emergency Management Program Enhancement grant.

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 6th day of January 2003.


* * *

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

ORDER APPROVING UPGRADE OF TIDE GAUGE SYSTEM LOCATED AT THREE RIVERS BY SOLE SOURCE, C.C. LYNCH & ASSOCIATES IN THE AMOUNT OF \$6,445.00, AND INSTALLATION OF A REPEATER ON A 911 TOWER LOCATED AT THE INTERSECTION OF HIGHWAYS 49 AND 53 BY PATTERSON COMMUNICATIONS IN THE AMOUNT OF \$2,718.52, AND AUTHORIZING BUDGET AMENDMENT OF \$9,163.52 TO 001-260-922 TO COVER COST OF SAID EXPENSES

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE upgrade of tide gauge system located at Three Rivers by sole source, C.C. Lynch & Associates in the amount of \$6,445.00, said sole source statement being as follows:

	C.C. LYNCH & ASSOCIATES, INC. Environmental Technology	1-800-333-2252 24 Hour Helpline
CENTRAL OFFICE	P.O. Box 836 300 Davis Avenue Pass Christian, MS 39571	TELEFAX: (228) 452-2563
Regional Offices: AL; FL; GA; LA; TX	Email: info@CCLA.com	Web: www.ccla.com

Attn: Linda Rouse
HARRISON CO. CD
P. O. BOX 68
GULFPORT, MS 39502

January 2, 2003

RE: CIVIL DEFENSE FLOOD ALERT SYSTEM

Dear Mrs. Rouse:

We have been unable to find a supplier other than Coastal Environmental Systems, the manufacturer of the data collection units for the components required in the 3 Rivers site upgrade.

We are not aware of any other service company that can perform the service work required.

Please call us any time.

C.C. LYNCH & ASSOCIATES, INC.

Trey Campbell

Trey Campbell

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It is further,

ORDERED that the Board does HEREBY APPROVE installation of a repeater on a 911 tower located at the intersection of Highways 49 and 53 by Patterson Communications in the amount of \$2,718.52. It is further,

ORDERED that the Board does HEREBY AUTHORIZE budget amendment of \$9,163.52 to 001-260-922 to cover cost of said expenses.

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 6th day of January 2003.

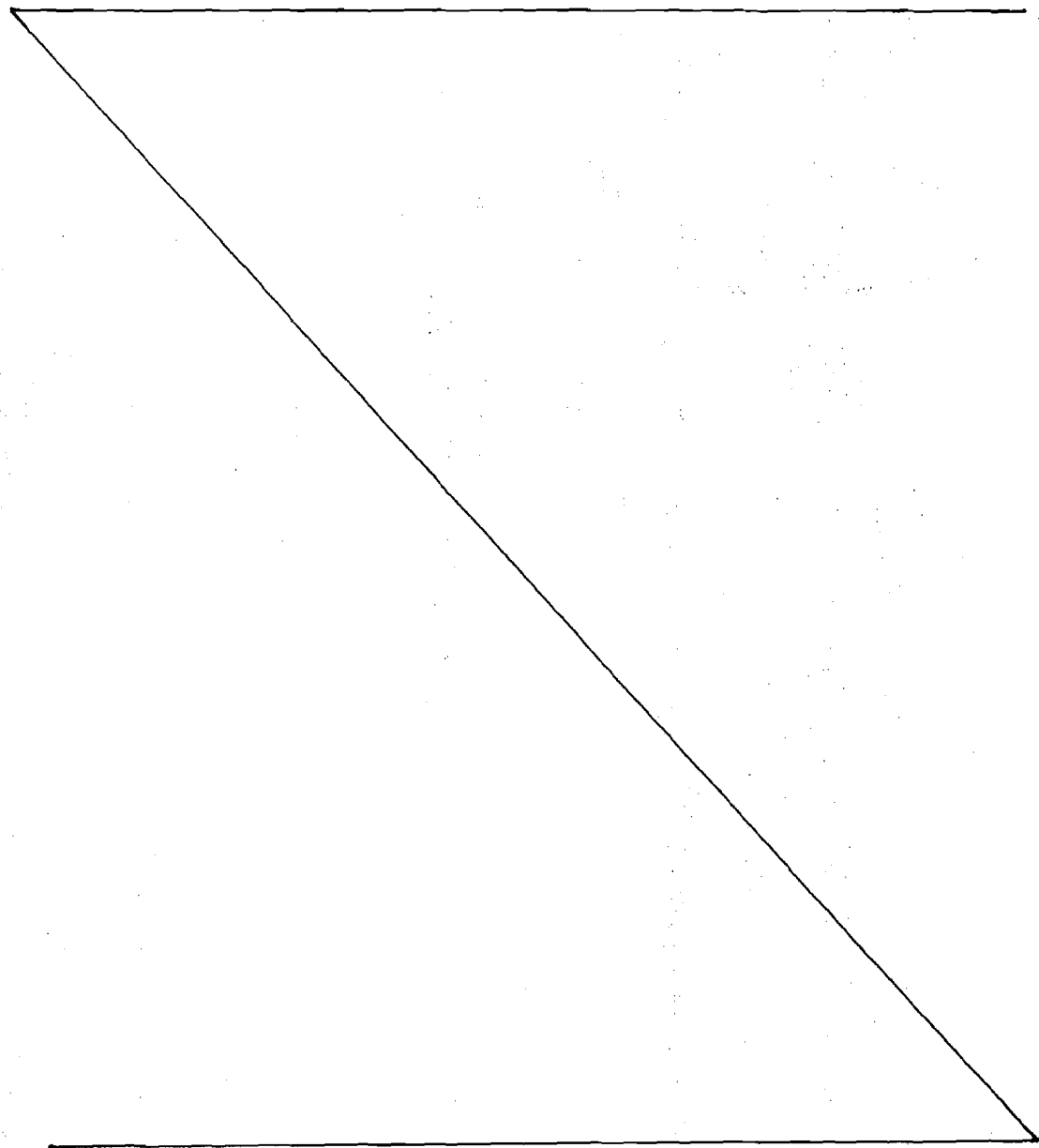
* * *

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

ORDER AUTHORIZING THE BOARD PRESIDENT ON BEHALF OF
HARRISON COUNTY TO EXECUTE THE SPECIAL WARRANTY DEED
FOR SALE OF THE MOSQUITO CONTROL COMMISSION PROPERTY
TO THE UNITED STATES OF AMERICA

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Board President on behalf of
Harrison County to execute the Special Warranty Deed for sale of the Mosquito Control
Commission property to the United States of America, same being as follows:



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STATE OF MISSISSIPPI
 COUNTY OF HARRISON

GULFBORT COMBAT READINESS
 TRAINING CENTER (CRTC) (ANG)
 TRACT 103

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that HANCOCK COUNTY, MISSISSIPPI, HARRISON COUNTY, MISSISSIPPI, and JACKSON COUNTY, MISSISSIPPI, hereinafter referred to as the GRANTORS, pursuant to Miss. Code Ann. § 19-7-3 (1972), as amended, acting by and through their duly authorized representatives, for and in consideration of the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00), the receipt and sufficiency of which are hereby acknowledged, do hereby GRANT, BARGAIN, SELL, CONVEY AND WARRANT SPECIALLY, unto the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the GRANTEE, whose address and telephone number are c/o United States Army Corps of Engineers, Mobile District, Real Estate Division, P.O. Box 2288, Mobile, Alabama 36628-0001, (251)690-2562, the following described real property situate in Harrison County, Mississippi:

TRACT 103

All that tract or parcel of land lying and being in Section 26, Township 7 South, Range 11 West, St. Stephens Meridian, Harrison County, Mississippi, more particularly described as being:

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The South 47 feet of Lot 8, all of Lot 9, and the North 66 feet of Lot 10, Block 60, of the Gulfport Bayou View Subdivision as shown in Plat Book 17, Page 9 of the records in the Office of the Clerk of the Chancery Court of Harrison County, Mississippi

Containing 2.16 acres, more or less, and designated as Tract 103 of the Gulfport Combat Readiness Training Center (CRTC) (ANG), Mississippi.

Together with the buildings and improvements thereon, and all rights, hereditaments, easements, and appurtenances thereunto belonging. The above-described property is conveyed subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

And for the same consideration, the Grantors do hereby remise, release and quitclaim unto the said UNITED STATES OF AMERICA and its assigns, all right, title and interest which the Grantors may have in the banks, beds, and waters of any streams bordering the said land herein conveyed, and also all interest in alleys, roads, street, ways, strips, gores or railroad rights-of-way abutting or adjoining said land.

And the said Grantors, for themselves, their successors, and assign, do hereby covenant with the said UNITED STATES OF AMERICA and its assigns, that they are seized of an indefeasible estate

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in fee simple in and to said above-described property, that said property is free from all liens and encumbrances, that they are in quiet and peaceable possession of said property, and that they have a good and lawful right to sell and convey same, and will forever warrant and defend the title to the same, and the possession thereof unto the UNITED STATES OF AMERICA and its assigns, against the lawful claims and demands of all persons, whomsoever.

Grantors reserve all oil, gas and other minerals in and under the herein described property.


TO HAVE AND TO HOLD the above-described property unto the said UNITED STATES OF AMERICA and its assigns, forever.

IN WITNESS WHEREOF, HANCOCK COUNTY, MISSISSIPPI, HARRISON COUNTY, MISSISSIPPI, and JACKSON COUNTY, MISSISSIPPI, the Grantors have caused these presents to be signed, sealed, and delivered for, and on their behalf by their duly authorized representatives, all in accordance with and pursuant to the resolutions duly and properly adopted by their Boards of Supervisors, copies of which are hereto attached, marked as Exhibits "B," "C," and "D," and incorporated herein on this the 6th day of January, 2003.

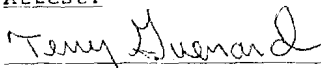
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HANCOCK COUNTY, MISSISSIPPI

S*E*A*L


By: Rodrick Pullman, President
Hancock County Board of Supervisors

Attest:


Terry Guenard
Board Secretary


State of Mississippi
County of Hancock

ACKNOWLEDGMENT

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23 day of OCTOBER, 2002, within my jurisdiction, the within named Rodrick Pullman, who acknowledged that he is President of the Hancock County, Mississippi Board of Supervisors, and that for and on behalf of the said County, and as its act and deed, he executed the above and foregoing instrument, after having been first duly authorized by said corporation so to do.

Given under my hand and official seal of office, this the 23 day of OCTOBER, 2002.

S*E*A*L


NOTARY PUBLIC

My Commission Expires:
SEPT. 17, 2003

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Sept 17, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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S*E*A*L

HARRISON COUNTY, MISSISSIPPI



By: MARLIN R. LADNER President
 Harrison County Board of Supervisors


State of Mississippi
 County of Hancock

ACKNOWLEDGMENT

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of January, 2002, within my jurisdiction, the within named MARLIN R. LADNER who acknowledged that he is President of the Harrison County, Mississippi Board of Supervisors, and that for and on behalf of the said County, and as its act and deed, he executed the above and foregoing instrument, after having been first duly authorized by said corporation so to do.

Given under my hand and official seal of office, this the 6th day of January, 2003.

S*E*A*L

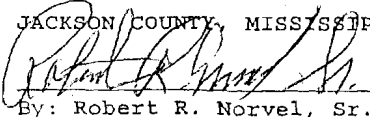

 NOTARY PUBLIC

My Commission Expires:

7-12-2003

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

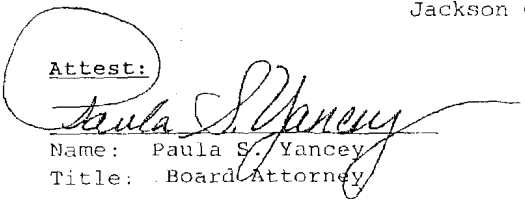
JACKSON COUNTY, MISSISSIPPI



By: Robert R. Norvel, Sr., President
Jackson County Board of Supervisors

S*E*A*L

Attest:



Name: Paula S. Yancey
Title: Board Attorney

State of Mississippi
County of Jackson

ACKNOWLEDGMENT

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of December, 2002, within my jurisdiction, the within named Robert R. Norvel, Sr., who acknowledged that he is President of the Jackson County, Mississippi Board of Supervisors, and that for and on behalf of the said County, and as its act and deed, he executed the above and foregoing instrument, after having been first duly authorized by said corporation so to do.

Given under my hand and official seal of office, this the 10th day of December, 2002.

S*E*A*L


NOTARY PUBLIC

My Commission Expires:
June 18, 2005

Prepared By:
Flora Thompson, Esq.
Attorney, Real Estate Division
U.S. Army Corps of Engineers
P.O. Box 2288
Mobile, Alabama 36628

Indexing Instructions:
This instrument is to be filed in the
SE 1/4 of the NW 1/4 of Township
7 South, Range 11 West,
Harrison County, Mississippi

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

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

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

THIS the 6th day of January 2003.

* * *

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

Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER APPROVING MEMORANDUM OF AGREEMENT, MODIFICATION
 NO. 1, BETWEEN THE MISSISSIPPI STATE UNIVERSITY AND THE
 HARRISON COUNTY BOARD OF SUPERVISORS (MSU NO.
 080100-340166) FOR YEAR TWO OF AN ENHANCED FORESTRY
 EDUCATIONAL PROGRAM UNDER TITLE III OF PUBLIC LAW 106-393
 IN THE AMOUNT OF \$55,461.00, AND AUTHORIZING THE BOARD
 PRESIDENT TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY APPROVE Memorandum of Agreement,
 modification No. 1, between the Mississippi State University and the Harrison County
 Board of Supervisors (MSU No. 080100-340166) for year two of an enhanced forestry
 educational program under Title III of Public Law 106-393 in the amount of \$55,461.00. It
 is further,

ORDERED that the Board does HEREBY AUTHORIZE the Board President to
 execute said memorandum of agreement modification, same being as follows:

MEMORANDUM OF AGREEMENT
 MODIFICATION No. 1
 Between
 Mississippi State University
 (hereinafter, "MSU")
 and
 Harrison County Board of Supervisors
 Under MSU No. 080100-340166

WHEREAS, MSU and Harrison County Board of Supervisors entered into an agreement with an
 effective date of January 1, 2002.

WHEREAS, Year 2 will have a different scope of work and budget, and a new project leader
 has been assigned,

NOW THEREFORE: Both parties agree to amend the contract as follows:

SECTION, Compensation: The County agrees to compensate MSU, for the performance of
 work selected and described in Attachment A, a fixed price amount of \$55,461.00 during Year 2
 of this contract. The fixed costs are described in Attachment B.

Upon receipt of a fully executed modification, MSU shall submit one invoice to the County in
 the amount of \$55,461.00.

SECTION, Key Personnel: Don Bales, Extension Associate III, shall be designated as the new
 MSU-ES Project Leader for the work set forth herein.

IN WITNESS WHEREOF: The other terms and conditions of the original memorandum of
 agreement remain in full force and effect.

MISSISSIPPI STATE UNIVERSITY

HARRISON COUNTY BOARD OF
 SUPERVISORS

 Signed

 Date

 Signed

 Date

 Name and Title

 Name and Title

MINUTE BOOK
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Attachment A

The MSU Extension Service will perform the following tasks in Harrison County:

1. Needs assessment and program planning.
2. Conduct one shortcourse per year for forest landowners.
3. Conduct one Youth Workshop.
4. Conduct one field day for forest landowners.
5. Establish one forestry demonstration area.
6. Develop a County Forest Resources publication.
7. Provide academic credit scholarship per year for three school teachers from the county to participate in the Mississippi Forestry Associations annual Teacher Conservation Workshop.
8. Provide two Project Learning Tree supplemental learning packages.
9. Conduct three Wood Magic Science Fair Programs for local schools.
10. Maintain and improve internet-based forest resources information for county website.
11. Provide two tree trunk learning packages.
12. Provide 3,000 forestry coloring books:
13. Provide consultation, "trouble-shooting", and field site visits for one-on one forest landowner education.
14. Purchase equipment and supplies for use by county extension personnel in forestry educational programs.
15. Advertise, publicize, and promote all educational programs proposed in this project to all forest landowners and other appropriate audiences in the county.
16. Use appropriate means to provide recognition of the county Board of Supervisors for sponsorship of activities associated with this project.
17. Provide an annual report of project activities to Board members.

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Attachment B

Fixed Costs

Forest Related Educational Programs and Community Planning
 Assistance in Harrison County

<u>Activity</u>	<u>Each</u>	<u>#</u>	<u>Total</u>
Local Needs Assessment and Planning.....	\$3,750	1	\$3,750
Shortcourse.....	\$3,765	1	\$3,765
Youth Workshop.....	\$2,900	1	\$2,900
Field Day.....	\$4,250	1	\$4,250
Demonstration Area.....	\$2,600	1	\$2,600
Publication.....	\$3,550	1	\$3,550
Teacher Conservation Workshop Scholarship.....	\$850	3	\$2,550
PLT Supplement.....	\$3,675	2	\$7,350
Wood Magic Science Fair Mobile Unit.....	\$3,050	3	\$9,150
County Forest Resources Website.....	\$3,250	1	\$3,250
Tree Trunk.....	\$1,400	2	\$2,800
Forestry Coloring Book (per 1,000).....	\$600	3	\$1,800
Consultation, One-on-One Education.....	\$300	14	\$4,200
Equipment/Commodities to Support County Programs.....	\$3,546	NA	\$3,546
Publicity and Promotion.....	\$0	NA	\$0
Recognition of Board for Program Sponsorship.....	\$0	NA	\$0
Annual Report to Board.....	\$0	1	\$0
TOTAL.....			<u>\$55,461</u>

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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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 6th day of January 2003.

* * *

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

Supervisor LARRY BENEFIELD moved adoption of the following:

ORDER ACCEPTING DONATION OF OFFICE FURNITURE FROM MR.
BOYD LETCHER VALUED AT \$750.00 AS PER LIST ON FILE WITH THE
CLERK OF THE BOARD, AND AUTHORIZING THE INVENTORY CLERK
TO PLACE SAME ON THE INVENTORY LIST

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ACCEPT donation of office furniture from Mr.
Boyd Letcher valued at \$750.00 as per list on file with the Clerk of the Board. It is further,

ORDERED that the Board does HEREBY AUTHORIZE the Inventory Clerk to place
same on 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 6th day of January 2003.

* * *

MINUTE BOOK

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

JANUARY 2003 TERM

Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER ACCEPTING THE LOW QUOTE OF COAST ELEVATOR COMPANY IN THE AMOUNT OF \$9,601.00 FOR REPAIRS TO THE ELEVATOR AT THE BILOXI COURTHOUSE, AND APPROVING BUDGET AMENDMENT TO 001-151-581 TO COVER COST OF SAID EXPENDITURE, AND AUTHORIZING PUBLIC NOTICE OF REPAIRS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT the low quote of Coast Elevator Company in the amount of \$9,601.00 for repairs to the elevator at the Biloxi Courthouse, said quotes being as follows:

ThyssenKrupp Elevator



Repair Order.

Date:	December 19, 2002	Building:	Biloxi Courthouse
Attention:	Homer McKnight	Address:	730 Martin Luther Drive
	Biloxi Courthouse	City:	Biloxi, MS
Address:	730 Martin Luther Drive	Service contract #:	No Service Contract
City:	Biloxi, MS		
Telephone:	228-865-4202		

Purchaser authorizes ThyssenKrupp Elevator to perform the following described repair work on the subject elevator(s) in the above building:

WORK SYNOPSIS

Modernization:

Work to include removing existing controller and replacing with new controller. All necessary wiring to install new controller is included.

2-stop Hydro
Front openings only at 2 floors
Jolley Elevator with Esco Controls

Payment Terms are as follows:
25% Down payment
75% Upon shipment of materials
50% Upon completion

The price for the above listed work is Thirteen Thousand Eight Hundred Nineteen and 00/100 Dollars (\$13,819.00), including shipping and applicable sales tax. As a valued customer, this work will be given priority and coordinated with you to ensure minimal disturbance to your occupants. It will also be scheduled for the earliest possible date after receipt of your authorization, and as soon as all required material and supplies are obtained.

Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

This Repair Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator.

Purchaser's acceptance of this Repair Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, and its approval by an executive officer of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Repair Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Repair Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

Accepted:

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

THYSSENKRUPP ELEVATOR CORPORATION
12272 Intraplex Parkway
Gulfport, MS 39503

By: _____
(Signature of ThyssenKrupp Elevator Representative)
David Bolder
228-896-9448

Date: 12/19/2002

Approved by: _____
Title: Branch Manager Date: _____

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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Repair Order.

Page 2 of 2

Terms and conditions.

ThyssenKrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of Elevator Contractor performing the services herein specified, Purchaser is defended and indemnified for actions arising from Elevator Contractor's acts,

actions, omissions or neglects; but is not defended or indemnified for its own acts, actions, omissions, neglects or for unproven allegations.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by ThyssenKrupp Elevator shall become the exclusive property of ThyssenKrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any reinspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or ThyssenKrupp

Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1 1/2% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in the Parish of Jefferson, Louisiana.

The rights of ThyssenKrupp Elevator under this agreement shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

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It is further ordered that the Board does HEREBY APPROVE budget amendment to 001-151-581 to cover cost of said expenditure.

It is further ordered that the Board does HEREBY AUTHORIZE public notice of repairs.

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 6th day of January 2003.

* * *

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

**ORDER AUTHORIZING THE COUNTY ADMINISTRATOR TO SEEK A
SIX-MONTH EXTENSION OF THE HARRISON COUNTY PROJECT
IMPACT CRITICAL FACILITIES RETROFIT PROJECT ADMINISTERED
BY FEMA**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY AUTHORIZE the County Administrator to
seek a six-month extension of the Harrison County Project Impact Critical Facilities Retrofit
project administered by FEMA.

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 6th day of January 2003.

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

ORDER AUTHORIZING ADVERTISEMENT FOR BIDS FOR AERIAL
PHOTOGRAPHY AND MAPPING SERVICES, PHASE II

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for bids for aerial
photography and mapping services, Phase II.

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 6th day of January 2003.

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

ORDER APPROVING THE REQUEST OF THE HARRISON COUNTY
CODE ADMINISTRATION TO HIRE TEMPORARY PERSONNEL FOR 90
DAYS TO FILL IN FOR EMPLOYEE ON MATERNITY LEAVE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE the request of the Harrison County
Code Administration to hire temporary personnel for 90 days to fill in for employee on
maternity leave.

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 6th day of January 2003.

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

**ORDER APPROVING A \$6,000.00 APPROPRIATION TO THE PASS
CHRISTIAN PUBLIC LIBRARY, PAYABLE FROM 002-100-701**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE a \$6,000.00 appropriation to the
Pass Christian Public Library, payable from 002-100-701.

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 6th day of January 2003.

* * *

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

Supervisor LARRY BENEFIELD moved adoption of the following:

**ORDER APPROVING ADVERTISEMENT OF COUNTY RESOURCES,
 PAYABLE 001-675-522, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE advertisement of County resources, payable from 001-675-522, as listed:

a) \$500.00 for inside back cover in memory book for dedication of Mt. Pleasant United Methodist Church's fellowship hall, January 25, 2003.

b) \$100.00 for full page ad in the Catholic Diocese of Biloxi's 26th Annual Diocesan Youth Ministry conference program.

c) \$1,000.00 to the National Association of County Engineers .

d) \$550.80 for half page in the Gulf Coast Good News, Dr. Martin L. King, Jr. Birthday and Black history month edition.

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 6th day of January 2003.

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

ORDER ADJUDICATING ADVERTISEMENT OF COUNTY RESOURCES
BY PLACING A FULL-PAGE AD IN THE BAY PRESS DECEMBER 25,
2002 IN THE AMOUNT OF \$250.00, PAYABLE FROM 001-675-522

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ADJUDICATE advertisement of County resources by placing a full-page ad in the Bay Press December 25, 2002 in the amount of \$250.00, payable from 001-675-522.

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 6th day of January 2003.

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MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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There came on for consideration by the Board the matter of a request for the Board to provide adequate street lighting by installing streetlights, as listed, whereupon Supervisor LARRY BENEFIELD moved adoption of the following:

**ORDER AUTHORIZING AND DIRECTING INSTALLATION OF
STREETLIGHTS, AS LISTED**

WHEREAS, the Board of Supervisors of Harrison County, Mississippi hereby finds that the Board shall authorize and direct installation of street lights, as follows:

- a) Two lights at 18629 Robinson Road, Supervisor's Voting District 2.
- b) Advance Road in front of voting precinct, Supervisor's Voting District 2.
- c) 21713 Saucier Advance Road, Supervisor's Voting District 2.
- d) Five lights on Central Avenue, Supervisor's Voting District 5,

all located in Harrison County, Mississippi.

IT IS THEREFORE ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE installation of street lights, as aforesaid, in Supervisors' Voting Districts 2 and 5, Harrison County, Mississippi.

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 6th day of January 2003.

* * *

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

There came on for consideration by the Board the matter of a request for the Board to provide adequate street lighting by assuming a street light in Supervisor's Voting District 3, as hereafter listed, whereupon Supervisor LARRY BENEFIELD moved adoption of the following:

**ORDER APPROVING ASSUMPTION OF ONE STREETLIGHT LOCATED
 AT 5346 MENGE AVENUE, SUPERVISOR'S VOTING DISTRICT 3**

WHEREAS, the Board of Supervisors of Harrison County, Mississippi hereby finds that the Board shall assume responsibility for one street light located at 5346 Menge Avenue, Supervisor's Voting District 3.

IT IS THEREFORE ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE assumption of responsibility for one street light located at 5346 Menge Avenue, Supervisor's Voting District 3.

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 6th day of January 2003.

* * *

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

ORDER DECLARING SURPLUS THREE (3) IBM TERMINALS, AS
 LISTED, AND APPROVING SALE OF SAME TO OKTIBBEHA COUNTY
 TAX COLLECTOR/ASSESSOR'S OFFICE AT A COST OF \$1.00 EACH

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY DECLARE surplus three (3) IBM terminals, as
 listed

- a) Asset 9571, IBM Workstation, Model 3486 BG3 S/N88LK646;
- b) Asset 9620, IBM Workstation, Model 3486 BG3 S/N 88LK720;
- c) Asset 9526, IBM Workstation, Model 3486 BG3 S/N 88LK834.

It is further ORDERED that the Board does HEREBY APPROVE sale of same to
 Oktibbeha County Tax Collector/Assessor's office at a cost of \$1.00 each.

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 6th day of January 2003.

* * *

Supervisor Martin requested that the Board review the vacancies and
 upcoming appointments to the Commissions.

* * *

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

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

**ORDER APPROVING THE PURCHASE OF THE FAIRLEY HEIRS
PROPERTY ADJOINING THE GOOD DEEDS CENTER IN THE AMOUNT
OF \$7,100.00, PAYABLE FROM 002-100-900**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does **HEREBY APPROVE** the purchase of the Fairley heirs
property adjoining the Good Deeds Center in the amount of \$7,100.00, payable from
002-100-900.

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 6th day of January 2003.

* * *

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

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

ORDER APPROVING PAYROLL FOR JANUARY 2003

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payroll for January 2003.

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

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

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

THIS the 6th day of January 2003.

* * *

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

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

**ORDER AUTHORIZING ADVERTISEMENT FOR REQUEST FOR
PROPOSALS TO REAL PROPERTY APPRAISAL SERVICES FOR 2004
UPDATE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does **HEREBY AUTHORIZE** advertisement for request for
proposals to real property appraisal services for 2004 update.

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 6th day of January 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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The Board of Supervisors of Harrison County, Mississippi (the "County"), took up for consideration the matter of borrowing funds from the Mississippi Development Bank, for the purpose of financing certain capital projects of the County which shall consist of purchasing, erecting, equipping, repairing or remodeling County buildings and purchasing land therefor, purchasing, constructing, repairing, improving, equipping buildings for public libraries and purchasing land therefor; constructing and repairing roads, highways and bridges and acquiring land therefor; constructing or repairing boat landing ramps and wharves; purchasing machinery and equipment; purchasing fire fighting equipment and apparatus, providing housing for same and purchasing necessary land therefor; the acquisition, construction, improvement, enlargement, extension, repair, operation and maintenance of any system used for the collection, transportation and treatment of water, sewerage and wastewater; purchasing, constructing, repairing, improving and equipping recreational facilities and parks, including, without limitation baseball and softball fields and purchasing necessary land therefor; and for other authorized purposes under the Act.

Thereupon Supervisor B. Eleuterius offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI APPROVING THE LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT, THE PROMISSORY NOTE, THE TAX INTERCEPT AGREEMENT AND THE REQUEST FOR ADVANCE; AND AUTHORIZING THE OFFICERS OF THE COUNTY TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION.

WHEREAS, on August 12, 2002, the Board of Supervisors of Harrison County, Mississippi (the "Governing Body" of the "County") adopted a resolution (the "Intent Resolution") of the County declaring the intention of the County to enter into a loan with the Mississippi Development Bank (the "Bank") to be funded with proceeds of the Bonds, as defined herein, issued by the Bank under the Mississippi Development Bank Capital Projects and Equipment Acquisition Program; and

WHEREAS, on September 23, 2002, the Governing Body adopted a resolution finding and determining that the Intent Resolution, adopted on August 12, 2002, was duly published as required by law; that no petition or other objection of any kind against the loan described in the Intent Resolution was filed; and authorizing the loan with the Bank, pursuant to Mississippi Code §§ 31-25-20 and 31-25-28, in the principal amount not to exceed Five Million Dollars (\$5,000,000) to raise money for the purpose of financing certain improvements which shall consist of purchasing, erecting, equipping, repairing or remodeling County buildings and purchasing land therefor, purchasing, constructing, repairing, improving, equipping buildings for public libraries and purchasing land therefor; constructing and repairing roads, highways and bridges and acquiring land therefor; constructing or repairing boat landing ramps and wharves; purchasing machinery and equipment; purchasing fire fighting equipment and apparatus, providing housing for same and purchasing necessary land therefor; the acquisition, construction, improvement, enlargement, extension, repair, operation and maintenance of any system used for the collection, transportation and treatment of water, sewerage and wastewater; purchasing,

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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constructing, repairing, improving and equipping recreational facilities and parks, including, without limitation baseball and softball fields and purchasing necessary land therefor; and for other authorized purposes under the Act (the "Project"); and

WHEREAS, the County is authorized under the provisions of Mississippi Code § 31-25-1 *et seq.*, as amended (the "Act"), to borrow in such amounts as it may find necessary and proper in order to provide funds for the Project; and

WHEREAS, it is necessary, proper and economically feasible that the County borrow money by entering into a loan with the Bank secured by the Note (as defined herein) pursuant to Mississippi Code §§ 31-25-20 and 31-25-28, as amended, for the purposes herein stated and under the procedures hereinafter set forth and as provided by law to provide funds for the Project; and

WHEREAS, the Board of Directors of the Bank issued the \$125,000,000 Mississippi Development Bank Special Obligation Bonds (Capital Projects and Equipment Acquisition Program), Series 2001A (the "Bonds"), on March 6, 2001 for the purpose of financing loans to local governmental units, all as authorized by the Act; and

WHEREAS, there has been prepared and submitted to the Governing Body a form of the Loan Agreement, to be dated as of the date of closing (the "Loan Agreement"), between the County and the Bank; and

WHEREAS, there has been prepared and submitted to the Governing Body a form of the Promissory Note, to be dated as of the date of closing (the "Note"), between the County and the Bank; and

WHEREAS, there has been prepared and submitted to the Governing Body a form of the Tax Intercept Agreement, to be dated as of the date of closing (the "Intercept Agreement"), between the County and the Bank; and

WHEREAS, there has been prepared and submitted to the Governing Body a form of the Request for Advance to be used when requesting advances of funds under the loan.

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

SECTION 1. The Governing Body now finds it necessary to approve: (1) the loan from the Bank in the amount of \$5,000,000; (2) the form of and execution of the Loan Agreement, to be dated the date of delivery, between the Bank and the County in connection with the loan; (3) the form of and execution of the Note of the County in connection with the Loan Agreement; (4) the form of and execution of the Intercept Agreement, to be dated the date of delivery, between the Bank and the County; and (5) the form of the Request for Advance to be used for each advance under this loan.

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SECTION 2. The Governing Body hereby approves the loan from the Bank to the County in an amount of \$5,000,000 to raise money for the Project.

SECTION 3. The form of the Loan Agreement, including the form of the Note, attached hereto as **EXHIBIT A**, is hereby approved in substantially same form. The President of the Board and the Chancery Clerk are hereby authorized and directed to execute the Loan Agreement and Note on behalf of the County. All provisions of the Loan Agreement, including the Note, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which the Loan Agreement and Note to be in substantially the form attached hereto, with such completions, changes, insertions and modifications and shall be approved by the officers executing and delivering the same. The President of the Board and the Chancery Clerk are hereby authorized to enter into the Loan Agreement in an amount not to exceed \$5,000,000 to provide for the Project. The Governing Body hereby authorizes the President of the Board and the Chancery Clerk to approve the principal amortization schedule for the loan within the requirements set forth in this Section 3. The execution of the Loan Agreement by the President of the Board and the Chancery Clerk shall be deemed to be conclusive evidence of such approval of the terms of the loan by these officers under this Section 3.

SECTION 4. The form of the Intercept Agreement, attached hereto as **EXHIBIT B**, is hereby approved in substantially same form. The President of the Board and Chancery Clerk are hereby authorized and directed for and on behalf of the County to enter into the Intercept Agreement (as defined in the Loan Agreement) whereby the County shall covenant, agree and authorize the Mississippi State Tax Commission or any other state agency, department or commission to (a) withhold all or any part of moneys which the County is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi State Tax Commission or any other state agency, department or commission, and (b) pay same over to the Trustee for the Bonds (on behalf of the Mississippi Development Bank) to satisfy any delinquent payments under the Loan Agreement. The Intercept Agreement shall be in accordance with the provisions set forth in the Loan Agreement and as authorized by the Act. All provisions of the Intercept Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which the Intercept Agreement to be in substantially the form attached hereto, with such completions, changes, insertions and modifications and shall be approved by the officers executing and delivering the same.

SECTION 5. The form of the Request for Advance, attached hereto as **EXHIBIT C**, is hereby approved in substantially the form attached hereto. The initial advance and each future advance shall be approved by further action of the Governing Body.

SECTION 6. The President of the Board of Supervisors and the Chancery Clerk shall be, and are hereby authorized and directed for and on behalf of the County to take any and all such action as may be required by the County to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence such authority.

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Following the reading of the foregoing resolution, Supervisor Larry Benefield seconded the motion. After discussion, the matter was put to a roll call vote. The result was as follows:

Supervisor Robert N. 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 declared the motion carried and the resolution adopted, on this the 6th day of January, 2003.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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EXHIBIT A

FORM OF THE LOAN AGREEMENT, INCLUDING THE FORM OF THE NOTE

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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LOAN AGREEMENT

DATED _____, 2003

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

HARRISON COUNTY, MISSISSIPPI

RELATIVE TO

MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2001A
(CAPITAL PROJECTS AND EQUIPMENT ACQUISITION PROGRAM)

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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LOAN AGREEMENT

THIS LOAN AGREEMENT dated as of _____, 2003 (this "Loan Agreement") and entered into by and between the **MISSISSIPPI DEVELOPMENT BANK** (the "Issuer"), a public body corporate and politic of the State of Mississippi created pursuant to the authority of Section 31-25-1, *et seq.* Mississippi Code of 1972, as amended (the "Act"), and the **HARRISON COUNTY, MISSISSIPPI** (the "Borrower"), a political subdivision of the State of Mississippi and a Local Governmental Unit under the Act.

WITNESSETH:

WHEREAS, the Issuer was duly created under and pursuant to the provisions of the Act; and

WHEREAS, the Issuer is authorized by the Act, among other things, to assist in financing and refinancing the construction of public works and infrastructure and the acquisition of equipment and rolling stock ("Projects") by Local Governmental Units (as defined in the Act and below) in the State of Mississippi (the "State"); and

WHEREAS, pursuant to the Act, and in order to encourage financing or refinancing such Projects by Local Governmental Units, which the Issuer believes to be in the public interest and for the benefit of the health and safety of the citizens of the State, the Issuer is authorized to issue its revenue bonds and loan the proceeds of such revenue bonds to such Local Governmental Units (the "Program"); and

WHEREAS, in order to establish the Program to assist Local Governmental Units in financing Projects, the Issuer has agreed to authorize, issue, sell, validate and deliver its Special Obligation Bonds, Series 2001A (Capital Projects and Equipment Acquisition Program), dated March 6, 2001 (the "Bonds"); and

WHEREAS, in order to effectuate the Program, the Issuer has heretofore authorized, issued, sold, validated and delivered the Bonds; and

WHEREAS, the Issuer has also issued its Mississippi Development Bank Special Obligation Bonds, Series 2001B (Capital Projects and Equipment Acquisition Program), dated March 6, 2001 (the "Series 2001B Bonds"), for the purpose of paying a portion of the bond insurance premium and costs of issuance for the Series 2001A Bonds and the Series 2001B Bonds and funding a deposit to the Initial Account of the Acquisition Fund for the Series 2001A Bonds; and

WHEREAS, the Borrower is authorized under the Act and other applicable law to enter into this Loan Agreement for the purposes set forth herein; and

WHEREAS, the Issuer and the Borrower have determined that the provision of funds by the Issuer to the Borrower pursuant to the terms of this Loan Agreement and that certain Indenture of Trust dated as of February 1, 2001, by and between the Issuer and the Trustee (as defined herein), including any amendments and supplements thereto (the "Indenture"), will assist the Borrower in financing or refinancing Projects or in reimbursing the Borrower for funds already spent in connection therewith, which will benefit the health and safety of the citizens of the Borrower and of the State.

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NOW, THEREFORE, for and in consideration of the premises hereinafter contained and as contained in the Indenture, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. Unless the context or use indicates another meaning or intent, the following words and terms as used in this Loan Agreement shall have the following meanings, and any other words and terms which are defined in the Indenture, as hereinafter defined, shall have the meanings as therein defined:

"**Accountant**" or "**Accountants**" means an independent certified public accountant or a firm of independent certified public accountants acceptable to the Trustee and the Bond Insurer.

"**Acquisition Fund**" means the account by that name established pursuant to Section 5.02 of the Indenture.

"**Act**" means Section 31-25-1, *et seq.* of the Mississippi Code of 1972, as amended and other constitutional and statutory authority supplemental thereto.

"**Administrator Agreement**" means a Program Administration Agreement by and between the Issuer and the Administrator, as amended and supplemented from time to time.

"**Administrator**" or "**Program Administrator**" means, Holley, Grubbs, Mitcham & Phillips, Jackson, Mississippi, and any successor thereto named by the Issuer as Administrator.

"**Advance**" means any disbursement of funds to the Borrower by the Trustee from the Borrower's Reservation Account established under the Indenture as provided in Article III of this Loan Agreement.

"**Authorized Officer**" means any person or persons authorized pursuant to the charter, an ordinance, or a resolution of the governing body of the Borrower to perform such act or execute such document.

"**Available Moneys**" means (i) with respect to any Loan Repayments, moneys that have been held for a period of 124 consecutive days during which no petition in bankruptcy under the United States Bankruptcy Code has been filed by or against such Issuer or a Borrower as debtor, and no similar proceedings have been instituted under state insolvency or other laws affecting creditors' rights generally, provided that such amounts will again be deemed Available Moneys if the petition or proceedings have been dismissed and the dismissal is no longer subject to appeal; or (ii) moneys on deposit in trust with the Trustee (a) which are derived from the proceeds of other bonds or obligations issued for the purpose of refunding the Bonds; (b) any other moneys but only if the Trustee received an unqualified opinion of Bankruptcy Counsel acceptable to the Trustee that payment of such amounts to the Bondholders would not constitute voidable preferences under Section 547 of the United States Bankruptcy Code or any similar state or federal laws (including federal and state laws governing the insolvency of banks, insurance companies, savings and loan associations or other specific types of Borrowers) with voidable preference provisions in the event of a filing of a petition for relief under the United States Bankruptcy Code by or against the Issuer or any Borrower or the Person from whom the money is received if other than a Borrower; or which are moneys with respect to which the Trustee

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receives an unqualified opinion of nationally recognized bankruptcy counsel acceptable to the Trustee that payment of such amounts to the Bondholders would not constitute avoidable preferences under Section 547 of the United States Bankruptcy Code in the event of the filing of a petition for relief under the United States Bankruptcy Code by or against the Issuer or a Borrower, (c) which are proceeds of the Bonds and earnings thereon and which have been continuously on deposit in the Funds created by the Indenture or (d) which are proceeds of the remarketing of the Bonds (other than a remarketing of Bonds to the Issuer, a Borrower or an affiliate of either).

"Bonds" means the Issuer's Special Obligation Bonds, Series 2001A (Capital Projects and Equipment Acquisition Program) issued pursuant to the Indenture.

"Bond Counsel" means Butler, Snow, O'Mara, Stevens & Cannada, PLLC or any law firm subsequently designated by the Issuer having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds and which is acceptable to the Trustee and the Bond Insurer.

"Bondholder" means (a) in the event that the book entry system of evidence and transfer of ownership is employed under the Indenture, Cede & Co., as nominee for DTC, or its successors, and (b) in all other cases, the registered owner of any Bond.

"Bond Insurance Policy" means the municipal bond insurance policy issued by the Bond Insurer which insures payment when due of the principal of and interest on the Bonds pursuant to the terms of such Bond Insurance Policy.

"Bond Insurer" means Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company.

"Bond Program" or "Program" means the bond program of the Issuer authorized by resolution of the Issuer as may be amended from time to time, pursuant to which costs of the Projects of Borrowers will be financed, refinanced or reimbursed from the proceeds of the Bonds.

"Bond Purchase Agreement" means that certain agreement between the Issuer and the Underwriter, as defined in the Trust Indenture, providing for the purchase by the Underwriter of the Bonds upon payment of the purchase price and satisfaction of the conditions set forth therein for the initial issuance thereof.

"Borrower" means the Harrison County, Mississippi.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the city or cities in which the corporate trust operations office of the Trustee or the paying office of the Bond Insurer are authorized by law or executive order to close or (c) a day on which the New York Stock Exchange is closed. For purposes of this definition, Paying Office of the Bond Insurer means the office of the Insurance Trustee responsible for making payments under the Bond Insurance Policy.

"Closing" means the closing of the Loan to the Borrower pursuant to the Indenture and this Loan Agreement, upon transfer of Bond proceeds to the Borrower's Reservation Account.

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"Closing Date" means _____, 2003.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Controlled Group" means a group of entities directly or indirectly subject to control by the same entity or group of entities, including the entity that has control of the other entities.

"Cost" means the cost of the acquisition of equipment, rolling stock, all lands, structures, rights-of-way, franchises, easements and other property rights and interests acquired by the Issuer or a Borrower for a Project; the cost of demolishing, removing or relocating any buildings or structures on lands so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved or relocated; the cost of all labor, materials, machinery and equipment, financing charges, interest prior to and during construction and for such a limited period after completion of such construction as may be approved by the Bond Insurer (not to exceed one (1) year after completion of the Project), the cost of engineering, financial and legal services, plans, specifications, studies, surveys, estimates of costs and revenues, other expenses necessary or incident to determining the feasibility or practicability of acquiring or constructing a Project; administrative expenses; and the costs and other expenses as may be necessary or incident to the acquisition or construction of a Project, the financing of such construction and the placing of such Project in operation; and the costs and expenditures necessary for working capital financings or deficit financings; provided, however, that such term shall not include such items as fuel, supplies or other items which are customarily deemed to result in a current operating charge.

"Costs of Issuance Fund" means the Costs of Issuance Fund established pursuant to Section 5.02 of the Indenture.

"Counsel" means (a) an attorney at law or firm of attorneys at law (who may be, without limitation, of counsel to or an employee of, the Issuer, the Trustee, the Bond Insurer or any Local Governmental Unit) duly admitted to practice law before the highest court of any state or (b) any other counsel satisfactory to the Issuer, the Administrator, the Trustee and the Bond Insurer.

"Default Rate" means a rate equal to the Prime Rate plus 2%, which rate shall change as and when such Prime Rate changes; however, such rate shall not exceed twenty-five percent (25%) per annum, nor be less than the Participant Rate.

"Event of Default" shall have the meaning ascribed to such term in Section 10.01 of this Loan Agreement.

"Indenture" means the Indenture of Trust by and between the Issuer and the Trustee dated as of February 1, 2001, and any amendment or supplement thereto.

"Initial Amount" means the aggregate principal amount as stated in this Loan Agreement to be made available by the Issuer to or on behalf of the Borrower for a period not to exceed sixty (60) months from March 6, 2001 to fund Loans from time to time as directed by the Borrower to finance the Cost of the Project.

"Issuer" means the Mississippi Development Bank.

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"**Lawfully Available Funds**" means, collectively, the funds, income, revenue, fees, receipts or charges of any nature from any source whatsoever on deposit with or accruing from time to time to the Borrower, provided that no such funds, income, revenue, fees, receipts or charges shall be so included in this definition which have been or are legally dedicated and required for purposes inconsistent with the Project by the electorate, by the terms of specific grants, by the terms of particular obligations issued or by operation of law, and provided further that the full faith and credit of the Borrower is not pledged and there is no obligation to levy or increase taxes or other sources of revenue above any legal limits applicable to the Borrower from time to time.

"**Loan**" means the aggregate of the principal amount of all Advances.

"**Loan Agreement**" or "**Agreement**" means this Loan Agreement, including the Exhibits attached hereto and any amendments hereto.

"**Loan Payment Period**" shall mean (i) during any period when the Issuer is not obligated to make variable rate payments under a Swap Agreement, the semi-annual periods ending on each Payment Date and (ii) during the period when the Issuer is obligated to make variable rate payments under a Swap Agreement, the period commencing on each Swap Payment Date and ending on the day immediately preceding the next Swap Payment Date.

"**Loan Repayment Date**" means one (1) Business Day prior to the first day of each month.

"**Loan Repayments**" means the payments of principal and interest on the Loan and any other amounts payable by the Borrower pursuant to the provisions of this Loan Agreement and the Participant Note.

"**Loan Term**" means the term provided for in Article IV of this Loan Agreement.

"**Participant Note**" means the promissory note or promissory notes in substantially the form attached to this Loan Agreement as **EXHIBIT B**, made by the Borrower and payable to the Issuer and providing for Loan Repayments, and any promissory note issued in substitution or exchange therefor.

"**Participant Rate**" means, at any point in time, the applicable rate of interest on the Borrower's Participant Note. The Participant Rate for each Loan Payment Period shall be (i) during any period when the Issuer is not obligated to make variable rate payments under a Swap Agreement, the fixed rate per annum equal to the interest rate on the Bonds, plus a number of basis points as established by the Administrator under the Program (not to exceed 120 basis points per annum) and shall be initially 120 basis points per annum, and (ii) during the period when the Issuer is obligated to make variable rate payments under a Swap Agreement, a variable rate per annum determined and reset weekly equal to the Weekly Rate, calculated as provided in Section 6.04(h) of the Indenture, plus a number of basis points per annum established by the Administrator under the Program (not to exceed 120 basis points per annum) which shall be initially 120 basis points per annum and which shall be approved by the Bond Insurer; however, upon the conditions specified in this Loan Agreement following the occurrence of an Event of Default under this Loan Agreement, the interest rate thereon shall be increased to a rate per annum equal to the Default Rate. Said Default Rate shall be based upon a 365/366 day year for the actual days elapsed and shall change when and as the Prime Rate shall change. Provided

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further, however, in no event shall the Participant Rate or the Default Rate exceed twenty-five percent (25%) per annum.

"Permitted Encumbrances" means those encumbrances described in **EXHIBIT C** hereto.

"Person" means (a) any individual, (b) any corporation, partnership, limited liability company, joint venture, association, joint-stock company, business trust or unincorporated organization or grouping of any such entities, in each case formed or organized under the laws of the United States of America, any state thereof or the District of Columbia or (c) the United States of America or any state thereof, or any political subdivision of any thereof, or any agency, issuer or other instrumentality of any of the foregoing.

"Prime Rate" shall mean the consensus New York Prime Rate, which term refers to the fluctuating rate of interest charged to the largest and most credit-worthy industrial customers on unsecured notes of 90 days maturity as set by a consensus of New York banks, as such rate is published in The Wall Street Journal, as the same is adjusted from time to time, effective as of the date of publication of any change therein.

"Principal Requirement" means the aggregate amount of principal to be repaid by the Borrower under its Participant Notes, which aggregate amount is defined in Section 5.01 of this Loan Agreement.

"Project" means (1) any capital project or projects of the Borrower (including, without limitation, the construction of public works and infrastructure and acquisition of equipment and rolling stock), all or a portion of the Costs of which are financed or refinanced by the Issuer pursuant to the Indenture and this Loan Agreement and (2) working capital or deficit financings, including, but not limited to, tax anticipation notes, bond anticipation notes and revenue anticipation notes.

"Reimbursed Expenditures" means amounts, if any, used from proceeds and investment earnings thereon to reimburse the Borrower for expenditures paid prior to Closing.

"Reimbursement Allocation" means the act of allocating Reimbursed Expenditures as described herein.

"Request for Advance" means a written request by an Authorized Officer of the Borrower for an Advance under Section 3.02 of this Loan Agreement in the form of **EXHIBIT F** hereto stating the amount of the Advance requested, identifying the Project or otherwise describing the intended use of the moneys to be advanced.

"Reservation Account" means the fund by that name established pursuant to Section 5.02 of the Indenture.

"Resolution" means that certain resolution or ordinance, duly adopted by the governing body of the Borrower on _____, 2003, authorizing this Loan Agreement and the Participant Note, the form of which is attached hereto as **EXHIBIT C**.

"State" means the State of Mississippi.

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"**Tax Exemption Agreement**" means the Tax Exemption Certificate and Agreement between the Issuer and the Trustee dated as of the date of delivery of the Bonds, as the same may be amended from time to time in accordance with its terms.

"**Tax Intercept Agreement**" means the Tax Intercept Agreement by and among the Issuer, the Borrower and the Trustee dated as of the date hereof, as the same may be amended from time to time in accordance with its terms.

"**Trustee**" means Hancock Bank, as Trustee under the Indenture, or any successor thereto under the Indenture.

ARTICLE II
REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01. Representations. The Borrower represents for the benefit of the Issuer, the Trustee, the Bond Insurer and Bondholders as follows:

- (a) Organization and Authority.
- (1) The Borrower is a local governmental unit (as defined in the Act), duly created and validly existing in good standing pursuant to the constitution and statutes of the State.
 - (2) The Borrower has full legal right and authority and has taken all action and obtained all necessary approvals required as of the date hereof to enter into this Loan Agreement and the Tax Intercept Agreement, to adopt the Resolution and issue the Participant Note, to undertake and complete the Project, to finance or refinance the Project in the manner contemplated herein and to carry out and consummate all transactions contemplated by this Loan Agreement and the Tax Intercept Agreement.
 - (3) The Resolution approving this Loan Agreement and authorizing the execution and delivery thereof on behalf of the Borrower, authorizing the issuance, sale and delivery of the Participant Note and the Tax Intercept Agreement, and authorizing the Borrower to undertake and complete the Project have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were duly called pursuant to necessary public notice and held in accordance with the open meetings laws of the State and any other applicable laws.
 - (4) This Loan Agreement, the Participant Note, and the Tax Intercept Agreement have been duly authorized, executed and delivered by an Authorized Officer of the Borrower; and (assuming that the Issuer has all the requisite power and authority to execute and deliver, and has duly authorized, executed and delivered, this Loan Agreement) this Loan Agreement, the Resolution, the Participant Note and the Tax Intercept Agreement constitute the legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms subject to future proceedings under municipal bankruptcy, reorganization, debt

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arrangements, insolvency, moratorium, or other laws of general application or principles of equity relating to or affecting the enforcement of creditors' rights.

(b) **Full Disclosure.** There is no fact known to the Borrower that the Borrower has not specifically disclosed in writing to the Bond Insurer, the Issuer, the Program Monitor or the Administrator that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information affecting Persons generally, that will materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to perform its obligations under this Loan Agreement and the Participant Note.

The current financial statements of the Borrower, including balance sheets and the other statements referred to in Section 2.02(g) of this Loan Agreement, and any other written statement furnished by the Borrower to the Issuer (or the Administrator acting on the Issuer's behalf) or the Bond Insurer do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Borrower which the Borrower has not disclosed to the Issuer (or the Administrator acting on the Issuer's behalf), the Program Monitor and the Bond Insurer in writing which materially affects adversely or is likely to materially affect adversely the financial condition of the Borrower, its ability to own and operate its property in the manner such property is currently operated or its ability to make the payments upon the Participant Note and under this Loan Agreement when and as the same become due and payable.

(c) **Pending Litigation.** There is no litigation or legal or governmental action, inquiry, investigation or proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower, except as specifically described in writing to the Issuer, the Program Monitor and the Bond Insurer, in any court or before any governmental bank or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the Borrower, or the corporate existence or powers or ability of the Borrower to enter into and perform its obligations under this Loan Agreement and the Participant Note.

(d) **No Conflict With Laws and Agreements.** The execution and delivery of this Loan Agreement and the Participant Note, the performance by the Borrower of its obligations hereunder and thereunder, the consummation of the transactions provided for in this Loan Agreement and the Participant Note, compliance by the Borrower with the provisions of this Loan Agreement and the Participant Note and the undertaking and completion of the Project do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon, any property or assets of the Borrower pursuant to any indenture, loan agreement or other agreement or instrument (other than this Loan Agreement) or corporate restriction to which the Borrower is a party or by which the Borrower, its properties or operations may be bound or with the giving of notice or the passage of time or both would so constitute a breach or default or so result in the creation or imposition of any lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of the Participant Note or this Loan Agreement or the Borrower's ability to perform fully its obligations under the Participant Note or this Loan Agreement; nor will such action result in any violation of the provisions of or any laws,

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ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(c) **No Defaults.** No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Loan Agreement and the Participant Note and/or the passage of time or giving of notice, or both, would constitute an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as (1) heretofore have been specifically disclosed in writing to, and have been in writing specifically consented to by, the Issuer (or the Program Monitor or the Administrator on its behalf) and the Bond Insurer and (2) do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the Borrower with the terms hereof or the Participant Note), of any terms of any agreement, or other instrument to which it is a party or by which it, its properties or operations may be bound.

(f) **Governmental Consent.** The Borrower has obtained, or will obtain prior to any Advance relating thereto, all approvals required by any governmental body or officer for the adoption of the Resolution, the issuance of the Participant Note and the making and performance by the Borrower of its obligations under this Loan Agreement or for the undertaking or completion of the Project, the financing thereof or the reimbursement of the Borrower therefor, or the use of such Project. The financing of the Project as contemplated by this Agreement and the Resolution is consistent with the terms of any such governmental consent, order or any action applicable thereto. No consent, approval or authorization of, or filing, registration or qualification with, any governmental agency that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of the Participant Note, this Agreement, the Tax Intercept Agreement, the undertaking or completion of the Project, the adoption of the Resolution or the consummation of any transaction herein contemplated. No consent, approval or authorization of, or filing, registration or qualification with, any governmental agency is required on the part of the Borrower as a condition to the execution and delivery of or the performance of its obligations under this Loan Agreement or to the issuance of the Participant Note.

(g) **Compliance With Law.** The Borrower is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or the condition (financial or otherwise) of the Borrower.

(h) **Use of Proceeds.** Except to the extent that the Borrower shall deliver to the Issuer, the Trustee, the Administrator, the Program Monitor and the Bond Insurer a Favorable Opinion of Tax Counsel with respect to the failure of the Borrower to comply with any of the agreements on its part contained in the following paragraphs, the Borrower represents and agrees that it will apply the proceeds of the Loan solely for the financing or refinancing, or to reimburse itself, for the Costs of the Project, all as provided in the Resolution and the Tax Exemption Agreement. The Borrower will not use any of the proceeds of the Loan in any manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated thereunder and will take such actions as are necessary and within its power to assure that the interest on the Bonds will not be subject to federal income taxation by virtue of the Bonds being arbitrage bonds. In this regard, the Borrower will follow the written directions of Bond Counsel or Special Tax Counsel if, in the opinion of such Bond

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Counsel or Special Tax Counsel, such directions are needed to maintain the tax-exempt status of the Bonds.

The Borrower will apply the Initial Amount solely for the financing or refinancing of or to reimburse itself for the Cost of the Project as set forth in **EXHIBIT A** hereto. With the consent of the Administrator and the Bond Insurer, the Borrower may amend **EXHIBIT A** to provide for the financing or refinancing of different or additional Projects if the Borrower, after the date hereof, deems it not to be in the interest of the Borrower to acquire, construct, improve, finance or refinance any Project or the Cost of the Project proves to be less than the amounts listed on such **EXHIBIT A**; provided, however, the Borrower provides the Issuer, the Trustee, the Administrator and the Bond Insurer with a Favorable Opinion of Bond Counsel with respect to the financing or refinancing of different or additional Projects.

(i) **Project.** The Project and the financing thereof pursuant to the terms hereof is authorized under the Act.

(j) **Tax Exemption.** The Borrower shall take no action which would cause the representations contained herein not to be true and correct on a continuing basis. The Borrower covenants that it shall not take any action or inaction, nor fail to take any action or permit any action to be taken, if any such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds or the Participant Note under Section 103 of the Code.

(k) **Continuing Disclosure.** The Borrower shall at its cost provide such continuing disclosure information as may be necessary to enable the Issuer to comply with the provisions of Rule 15(c)2-12 (the "Rule") of the United States Securities and Exchange Commission, in the form and at the times required by the Rule.

Section 2.02. Covenants of Borrower.

(a) **Maintenance and Use of the Project.** The Borrower will maintain the Project in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto.

(b) **Insurance.** The Borrower shall obtain and maintain the insurance on the Project required in **EXHIBIT E** hereto.

(c) **Performance of this Loan Agreement.** The Borrower agrees (1) to cooperate with the Issuer and the Bond Insurer in the performance of the respective obligations of such Borrower and the Issuer under this Loan Agreement; (2) to collect currently authorized governmental charges and taxes and other revenue sufficient to enable the Issuer to pay when due the amounts payable under, and sufficient to fulfill the terms and provisions of this Loan Agreement; and (3) to deliver to the Issuer, the Bond Insurer and any designee of such parties any report or certificate required to comply or to evidence compliance with requirements imposed by the Bond Insurer.

(d) **Inspections.** The Borrower shall permit the Issuer, the Trustee, the Administrator, the Program Monitor and the Bond Insurer and any party designated by any of such parties to examine, visit and inspect, at any and all reasonable times, the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its

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records regarding receipts, disbursements, contracts, investments and any other matters relating thereto (other than documents the confidentiality of which is protected by law or professional codes of ethics) and to its financial standing, and shall supply such reports and information as the Issuer, the Trustee, the Administrator or the Bond Insurer may reasonably require in connection therewith.

(c) **Cost of Project.** The Borrower certifies that the Cost of the Project, as provided in the Tax Exemption Agreement, is a reasonable and accurate estimation and upon direction of the Bond Insurer or the Issuer will supply the same with a certificate from an independent Person acceptable to the Bond Insurer or the Issuer stating that such Cost of the Project is a reasonable and accurate estimation.

(f) **Project.** Moneys which will be made available from this Loan Agreement and other sources will be sufficient to complete and pay for the Project.

(g) **Delivery of Information to the Bond Insurer.** The Borrower will deliver to the Bond Insurer as soon as available and in any event within 180 days after the end of the Borrower's fiscal year, an audited statement of its financial position and an audited statement of the consolidated financial position of the Borrower as of the end of such fiscal year and the related statements of revenues and expenses, fund balances and changes in fund balances for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by licensed, independent certified public accountants, whose report shall state that such financial statements present fairly the financial position as of the end of such fiscal year and the results of operations and changes in financial position for such fiscal year.

(h) **Information.** The Borrower's secretary/treasurer, chief executive officer or chief financial officer shall, at the reasonable request of the Bond Insurer or the Administrator, discuss the Borrower's financial matters with the Bond Insurer or the Administrator and provide the Bond Insurer with copies of any documents furnished by the Borrower to the Issuer, the Administrator or any credit rating service, or, at the request of the Bond Insurer, any lender to the Borrower.

(i) **Indemnity.** To the full extent allowed by law, the Borrower will pay and will protect, indemnify and save the Issuer, the Bond Insurer and the Trustee, each director, member, officer, commissioner, employee, representative, agent and counsel of the Issuer, the Bond Insurer and the Trustee, and each other person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Issuer, the Bond Insurer, and the Trustee, harmless from and against, any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever kind and nature (including those in any manner directly or indirectly arising or resulting from, out of or in connection with any injury to, or death of, any person or any damage to property resulting from the use or operation of the Project) in any manner directly or indirectly (in any case, whether or not by way of the Borrower, its successors and assigns, or directly or indirectly through the agents, contractors, employees, licenses or otherwise of the Borrower or its successor and assigns) arising or resulting from, out of or in connection with the Project or the breach or violation of any agreement, covenant, representation or warranty of the Borrower set forth in this Loan Agreement or the Participant Note or any document delivered pursuant hereto or thereto or in connection herewith or therewith.

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An indemnified person shall promptly notify the Borrower in writing of any claim or action brought against it, in respect of which indemnity may be sought against the Borrower, setting forth, to the extent reasonably practicable under the circumstances, the particulars of such claim or action, and the Borrower will promptly assume the defense thereof, including the employment of competent counsel satisfactory to such indemnified person and the payment of all expenses.

An indemnified person may employ separate counsel with respect to any such claim or action and participate in the defense thereof, but, except as provided herein, the fees and expenses of such separate counsel shall not be payable by the Borrower unless such employment has been specifically authorized by the Borrower or unless such employment was occasioned by conflicts of interest between and among indemnified persons and/or the Borrower. If the Borrower shall fail to assume the defense of any action as required hereunder, or, within a reasonable time after commencement of such action, to retain counsel satisfactory to the indemnified person, the fees and expenses of counsel to such indemnified person hereunder shall be paid by the Borrower.

The provisions of this paragraph (i) shall survive the termination of this Loan Agreement and the payment in full of the Participant Note.

(j) **Insurance and Condemnation Proceeds.** The Borrower shall not make any disposition nor direct the disposition of insurance or condemnation payments with respect to the Project without the written consent of the Bond Insurer except as may be required by the terms of any Permitted Encumbrances existing on the date hereof.

(k) **Location of Project.** The Project will be used within or located in the jurisdiction of the Borrower.

(l) **Further Assurance.** The Borrower shall execute and deliver to the Bond Insurer all such documents and instruments and do all such other acts and things as may be necessary or reasonably required by the Bond Insurer to enable the Bond Insurer to exercise and enforce its rights under this Loan Agreement and to realize thereon, and record and file and rerecord and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the Bond Insurer to validate, preserve and protect the position of the Bond Insurer under this Loan Agreement.

(m) **Keeping of Records and Books of Account.** The Borrower shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's independent auditors) reflecting all of its financial transactions.

(n) **Compliance With Laws, Etc.** The Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations and orders of any governmental agency, noncompliance with which would, singly or in the aggregate, materially and adversely affect its business, properties, earnings, prospects or credit, or the enforceability of this Loan Agreement or the Participant Note unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

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(o) **Tax-Exempt Status of Bonds.** The Issuer and the Borrower understand that it is the intention hereof that the interest on Bonds and Participant Note not be included within the gross income of the holders thereof for federal income tax purposes. In furtherance thereof, the Borrower agrees that it will take all action within its control which is necessary in order for the interest on the Bonds and Participant Note to remain exempt from federal income taxation and shall refrain from taking any action which results in such interest becoming so taxable.

The Borrower covenants that neither it nor any related person, as contemplated by Section 1.148-1(b) of the U.S. Treasury Regulations under the Code, shall, pursuant to an arrangement, formal or informal, purchase obligations of the Issuer in an amount related to the amount of the Loan or the Participant Note delivered in connection with the transaction contemplated hereby.

The Borrower further covenants that it will record or file or cause to be recorded or filed in such manner and in such places whatever documents as may be required by law to be recorded or filed in order to protect fully the security of the holders and owners of the Bonds and, if applicable, the tax-exempt status of such Bonds and Participant Note, including, but not limited to, the filing of all reports as may be required from time to time pursuant to the Code.

The Borrower further covenants that it will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds or the Participant Note, with respect to the payments derived from the Bonds, the Participant Note or hereunder or with respect to the purchase of other Issuer obligations, which action or failure to act may cause the Bonds and Participant Note to be "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code and the regulations promulgated thereunder.

(p) **Information Reports.** The Borrower covenants to provide the Issuer with all material and information necessary to enable the Issuer to file all reports required under Section 103 of the Code (including the applicable Form 8038-G) to assure that interest paid by the Issuer on the Bonds and by Borrower on the Participant Note shall be exempt from all federal income taxation.

Section 2.03. Tax Covenants and Representations of the Borrower.

(a) The Borrower will not identify the Swap Agreement as a hedge in its books and records (e.g., a "qualified hedge") pursuant to Treas. Reg. Section 1.148-4(h)(2)(viii);

(b) No more than five percent (5%) of the Loan proceeds, and the investment earnings thereon, will be used, directly or indirectly, to make or finance loans to any persons other than state or local government units. Moreover, at least ninety-five percent (95%) of the net proceeds derived from each Participant Note will be applied to the Project used for the governmental purposes of the Borrower;

(c) No users of the Project other than state or local governmental units will use more than five percent (5%) of the Project in the aggregate, on any basis other than the same basis as the general public; and no person other than a state or local governmental unit will be the user of more than five percent (5%) of the Project, in the aggregate, as a result of (i) ownership, (ii) actual or beneficial use pursuant to a Participant Note or a management, service, incentive payment or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral;

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(d) For purposes of the foregoing, any subsequent actions are subject to compliance with the remedial actions rules of Treas. Reg. Section 1.141-12;

(e) The amounts repaid to the Interest Account and the Principal Account of the Bond Fund will not be derived from proceeds of the sale of the Bonds or borrowings made by the Borrower and such amounts will be derived from tax collections and other governmental receipts except with the written consent of the Issuer;

(f) During the term of the Participant Note, the Project will be used by the Borrower only for the purpose of performing one or more governmental or proprietary functions of the Borrower consistent with the permissible scope of the Borrower's authority;

(g) The use of the Project is essential to the Borrower's proper, efficient, and economic operation;

(h) The Borrower has an immediate need for, and expects to make immediate use of, all of the Project, which need is not temporary or expected to diminish in the foreseeable future;

(i) There are no circumstances presently affecting the Borrower that could reasonably be expected to alter its foreseeable need for the Project or adversely affect its ability or willingness to budget funds for the payment of amounts due under the Participant Note;

(j) The Borrower will not take or omit to take any action which will adversely affect the exclusion from gross income of the interest component of the Participant Note payments under the Code, including any action or omission which will cause the Bonds or the Participant Note to be an "arbitrage bond" within the meaning of Section 148 of the Code;

(k) The Borrower reasonably expects that the average maturity of the Participant Note will not exceed one hundred and twenty percent (120%) of the average reasonably expected economic life of the Project based on when such Project is in fact acquired provided, however, this covenant under this paragraph (k) shall not apply to the extent amounts are deposited to the Renewal Account and the Issuer obtains an opinion of Bond Counsel to the effect that the failure of the Borrower to comply with this covenant shall not adversely effect the tax-exempt status of the Bonds;

(l) The Borrower reasonably believes that the term of the Participant Note is reasonably necessary to accomplish the governmental purposes of the Borrower by providing the Borrower the cost of financing or currently refinancing the Project during the term of the Participant Note on terms and conditions that are beneficial to the Borrower, when compared to other potential means of financing, leasing, or otherwise using such Project;

(m) The Borrower intends to continue the term of the Participant Note and to pay the Participant Note payments pursuant to the Loan Agreement;

(n) The Borrower reasonably believes that legally available funds of an amount sufficient to make all Participant Note payments during the term of the Participant Note can be obtained by appropriation and that it will make Participant Note payments directly from its general funds (moneys used to make Participant Note payments will not be separately identified as such within the general funds of the Borrower, will not be invested as a separate account and will not be independently pledged to the payment of Participant Note payments);

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(o) The estimated total Costs of acquiring the Project and paying related expenses of executing and delivering the Participant Note will be an amount not less than the principal component of the Participant Note, together with earnings estimated to be received from investment of any fund moneys pursuant to the Indenture until the Project is acquired;

(p) The Borrower has entered into, or will enter into within six (6) months after the Closing Date, substantial binding obligations to a third party (which are not subject to contingencies within Borrower's or a related party's control) to expend an amount equal to, at a minimum, five percent (5%) of the net proceeds of the Loan on the Project;

(q) The acquisition of the Project and the allocation of the net sale proceeds of the Loan to expenditures will commence and will proceed with due diligence to completion;

(r) It is estimated that the Project will be acquired and ready for use by _____, 2006, which date is not later than three years from the Closing Date. At least eighty-five percent (85%) of the net sale proceeds of the Loan are expected to be allocated to expenditures on the Project within three (3) years of the Closing Date;

(s) It is not reasonably expected that any of the Project will be sold, encumbered, or otherwise disposed of, in whole or in part, except such parts or portion thereof that may be disposed of due to normal wear, obsolescence, or depreciation, prior to the maturity of the Participant Note;

(t) Amounts deposited in the Reservation Account other than earnings on such amounts will be expended solely to pay the costs of the acquisition of the Project and related costs;

(u) The Borrower does not expect to create or establish any sinking fund or similar fund with respect to the Participant Note;

(v) No amounts in the accounts or funds of the Borrower are reserved or pledged for Participant Note payments, or to secure the Bond Insurance Policy, and it is not expected that any accounts or funds will be used, nor is there any reasonable assurance that any portion of any accounts or funds will be available for Participant Note payments if the Borrower encounters financial difficulty;

(w) No security, as defined in Sections 165(g)(2)(A) and (B) of the Code, any other obligations (other than a tax-exempt bond which is not a specified private activity bond in section 57(a)(5)C of the Code), any annuity contract, or any other property that is held principally as a passive vehicle for the production of income will be pledged as security for the payment of the Loan Repayments;

(x) None of the proceeds of the Loan is expected to be used directly or indirectly to replace funds which were or are to be used directly or indirectly to acquire securities, obligations (other than tax-exempt bonds), any annuity contract, or other property that is held principally as a passive vehicle for the production of income which are expected to produce a yield which is materially higher than the yield produced by the Loan;

(y) None of the proceeds of the Loan will be allocated to reimburse the Borrower for any expenditures (i) that were originally paid before the Closing Date from another source,

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unless the representations set forth in Section 2.04 are true and correct, or (ii) that were incurred before the period permitted by the arbitrage regulations; and

(z) The Borrower will not use the proceeds of the Loan to pay working capital expenditures or to pay principal or interest on any debt or lease obligation or as a tax anticipation note, bond anticipation note or revenue anticipation note unless the Borrower certifies that it has received a Favorable Opinion of Bond Counsel.

Section 2.04. Reimbursement Representations.

Under certain circumstances described below, a Borrower may be entitled to use proceeds of the Loan to reimburse the Borrower for an expenditure paid prior to the date of Closing.

If the Borrower wishes to use proceeds of the Loan to obtain reimbursement for an expenditure paid prior to the date of Closing hereof, the Borrower will make a Reimbursement Allocation to allocate a portion of the Loan proceeds and investment earnings thereon to the Reimbursed Expenditures incurred in connection with the Project and will, after such Reimbursement Allocation, treat such proceeds as being spent. In support of the Reimbursement Allocation, the Borrower hereby represents as follows:

(a) Certain Reimbursed Expenditures (the "Preliminary Expenditures") relate to architectural, engineering, surveying, soil testing, and similar costs that were incurred prior to commencement of the acquisition, construction, or rehabilitation of the Project and do not include any costs related to land acquisition, site preparation and similar costs incident to commencement of construction.

(b) The amount of Preliminary Expenditures does not exceed twenty percent (20%) of the Loan proceeds being used to finance the portion of the Project with respect to which the Preliminary Expenditures were incurred.

(c) Except as described in (h) below, in the case of Reimbursed Expenditures which are not Preliminary Expenditures, the Borrower has adopted an official intent (within the meaning of Treasury Regulations Section 1.150-2(e)) to reimburse such expenditures not later than sixty (60) days after the date such expenditures were paid. At the time the official intent described above was declared, the Issuer reasonably expected to reimburse such Reimbursement Expenditures related thereto with the proceeds of a future borrowing.

(d) The Borrower will allocate Loan proceeds in writing to reimburse the Reimbursed Expenditures (the "Reimbursement Allocation") in an amount equal to said Reimbursed Expenditures. Except as described in (h) below, and except in the case of Preliminary Expenditures, the Reimbursement Allocation is within 18 months after the later of (i) the first date on which a Reimbursed Expenditure was paid or (ii) the first date on which the property relating to the related Reimbursed Expenditure was placed-in-service as provided in section 1.150-2(c) of the Code or abandoned, but in no event more than three years after the first date on which the related Reimbursed Expenditure was paid. If the Loan satisfies Section 148(f)(4)(D)(i) (I) through (IV) of the Code for the small issuer exception to rebate, except as described in (h) below, and except in the case of Preliminary Expenditures, the Reimbursement Allocation is within three years after the later of (i) the first date on which a Reimbursed Expenditure was paid

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or (ii) the first date on which the property relating to a Reimbursed Expenditure was Placed-in-Service or abandoned.

(c) All Reimbursed Expenditures will represent capital expenditures within the meaning of Section 1.150-1(b) of the Code or costs of issuance of the Loan.

(f) The Borrower acknowledges that if within one year after the Reimbursement Allocation the Borrower deposits any money or other property into any fund or account (other than amounts deposited into a bona fide debt service fund) to pay principal of or interest on the Bonds or the Loan or any other tax-exempt obligations of the Borrower or of a member of the same Controlled Group as the Borrower in an amount corresponding to proceeds used to reimburse a Reimbursed Expenditure it may adversely affect the tax-exempt status of the Bonds. The Borrower further acknowledges that in the Resolution it has covenanted not to take any action that would cause interest on the Bonds to be come includable in the gross income of the holders thereof for federal income tax purposes.

(g) No Reimbursement Allocation will employ any action that results in the Borrower issuing more bonds, tax exempt obligations, issuing tax exempt obligations earlier or allowing tax exempt obligations to remain outstanding longer than is reasonably necessary to accomplish the relevant governmental purposes, based upon all of the facts and circumstances.

(h) The restrictions in (c) and (d) above do not apply to (i) costs of issuance or (ii) an amount not in excess the lesser of five percent (5%) of the Loan or of \$100,000.

ARTICLE III
THE LOAN

Section 3.01. The Loan; Participant Notes. The Issuer hereby agrees to make available to the Borrower the Initial Amount deposited into the Reservation Account set forth on **EXHIBIT A** attached hereto and made a part hereof for the purpose of making Loans from time to time to the Borrower. The Borrower agrees to make requisition for and receive Advances from time to time and as evidence of such Loan the Borrower shall issue and deliver a Participant Note to the Issuer. The Participant Note shall be in the principal amount equal to the sum of each Advance. The Borrower further agrees to repay such Loan by making all payments due in respect of the Participant Note, together with all other amounts due under this Loan Agreement and the Indenture.

Section 3.02. Funding the Loan. The Trustee, as the agent of the Issuer, shall at Closing transfer the Initial Amount from amounts on deposit in the Acquisition Fund or the Recycling Account to a Reservation Account in accordance with the Indenture. Amounts on deposit in such Reservation Account shall belong to and be held for the benefit of the Borrower, be subject to a first and prior pledge securing the Participant Note and this Loan Agreement, and shall be disbursed upon receipt by the Trustee of a Request for Advance in the form of **EXHIBIT F** hereto. Each Request for Advance shall be for a minimum amount of \$100,000. The Borrower shall deliver a copy of each Request for Advance submitted to the Trustee to the Administrator and the Bond Insurer on the date the request is submitted to the Trustee. Other than advances to the Borrower from the Reservation Account established for the Borrower or in the Borrower's Renewal Account, as provided in the Indenture, the Borrower shall have no legal or equitable interest in the proceeds of the Bonds or in any amounts from time to time on deposit

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in the funds and accounts created by the Indenture. The proceeds provided to the Borrower shall be used strictly in accordance with Section 2.01(b).

Section 3.03. No Warranty of Sufficiency. None of the Issuer, the Trustee, the Administrator, nor the Bond Insurer in any way warrants or represents that the Initial Amount will be sufficient to finance the entire Cost of the Project. In the event the proceeds of the Loan are insufficient to defray the entire Cost of the Project, the Borrower shall nevertheless pay all such Cost, from such sources as may be available to the Borrower; and the Borrower shall not be entitled to any abatement, reduction, diminution or postponement of any amounts due hereunder or under the Participant Note.

Section 3.04. Closing Submissions. The obligation of the Issuer to deposit the Initial Amount in the Reservation Account established for the Borrower is expressly subject to the receipt by the Administrator and the Trustee of the Closing documents set forth in Section 4.03 hereof.

Section 3.05. Evidence of Loan. The Borrower's obligation to repay the portion of the Initial Amount advanced to the Borrower under this Loan Agreement and the Indenture, together with interest thereon at the Participant Rate (as defined in the Indenture) shall be evidenced by the Participant Note; and the Borrower's obligation to repay the other payments required under this Loan Agreement shall be evidenced by this Loan Agreement.

ARTICLE IV
LOAN TERM, LOAN CLOSING REQUIREMENTS
AND LOAN AMENDMENT REQUIREMENTS

Section 4.01. Commencement of Loan Term. The Borrower's obligations under this Loan Agreement and the Participant Note shall commence on the date hereof unless otherwise provided in this Loan Agreement.

Section 4.02. Termination of Loan Term. The Borrower's obligations under this Loan Agreement and the Participant Note shall terminate after payment in full of all amounts due under this Loan Agreement and the Participant Note with Available Moneys, and all amounts not theretofore paid shall be due and payable on April 30, 2027; provided, however, that the covenants and obligations expressed herein to so survive shall survive the termination of this Loan Agreement and the payment in full of the Participant Note. Upon termination of the Loan Term as provided above, the Issuer and the Trustee or the Bond Insurer shall deliver, or cause to be delivered, to the Borrower the canceled Participant Note subject to the requirements set forth in Section 7.04 of the Indenture.

Section 4.03. Loan Closing Documents. Concurrently with the execution and delivery of this Loan Agreement, the Borrower is providing to or will cause to be provided to the Bond Insurer and the Trustee the following documents, each dated the date of such execution and delivery unless otherwise provided:

(a) Certified resolutions of the Borrower in form and substance substantially identical to **EXHIBIT C** to this Loan Agreement; provided, however, that the Administrator may permit variances in such certified resolutions from the form and substance of **EXHIBIT C** if, in the good faith judgment of the Administrator, such variance is not to the material detriment of the interests of the Bondholders and such certified resolutions are acceptable to the Bond Insurer;

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(b) A certificate of the officials of the Borrower who sign this Loan Agreement and the Participant Note in form and substance substantially identical to **EXHIBIT D** to this Loan Agreement; provided, however, that the Administrator may permit variances in such certificate from the form or substance of **EXHIBIT D** if, in the good faith judgment of the Administrator, such variance is not to the material detriment of the interests of the Bondholders and such certificate is acceptable to the Bond Insurer;

(c) The original executed Participant Note to the Issuer, endorsed to the Trustee;

(d) A certificate signed by the Authorized Officer of the Borrower stating (1) the estimated dates and amounts of projected expenditures for the Project, (2) that it is reasonably anticipated by the Borrower that the Loan proceeds will be fully advanced therefor and expended by the Borrower (to the extent the Advances are not made to reimburse the Borrower for an expenditure already made) prior to a date which is no later than sixty (60) months after the date of issuance of the Bonds, (3) that the projected expenditures are based on reasonable expectations, and (4) that the proceeds of the Loan are to be used to finance a Project;

(e) A letter from the Bond Insurer or other evidence satisfactory to the Administrator and the Trustee to the effect that the Bond Insurer has approved the Loan, this Loan Agreement and the Participant Note;

(f) An opinion (addressed to, and in form and substance acceptable to, the Issuer, the Bond Insurer and the Trustee) of Bond Counsel or Special Tax Counsel, to the effect that the Loan will not jeopardize the exemption of the interest on the Bonds from federal income tax or adversely affect the validity of the Bonds;

(g) Such other certificates, documents and information as the Bond Insurer or the Issuer may require; and

(h) A Form 8038-G with respect to the Loan.

All opinions and certificates shall be dated the date of the Loan Closing.

ARTICLE V
LOAN REPAYMENTS

Section 5.01. Repayments.

(a) The principal and interest portions of Loan Repayments are due in the form of payments on the Participant Note, in accordance with the terms thereof. Payment of all other amounts due under this Loan Agreement are payable by the Borrower directly, upon receipt by the Borrower of a statement thereof. The Borrower shall make Loan Repayments due under this Loan Agreement in lawful money of the United States of America to the Trustee. Payment by the Borrower of principal, premium, if any, and interest on the Participant Note shall constitute Loan Repayments of principal, premium and interest hereunder.

(b) The Loan shall be repaid in installments, consisting of (1) principal payments on the Participant Note, payable in such amounts on such dates as set forth in the Participant Note, as shown in **EXHIBIT B** hereto; and (2) interest on the Participant Note at the Participant Rate. Interest on any past-due Loan Repayment shall accrue at a rate equal to the Default Rate. All

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Loan Repayments shall be due as set forth in the Participant Note unless the Participant Note is prepaid in whole or the due date on the Loan Repayments is accelerated pursuant to Section 10.03.

(c) In addition to the foregoing, the Borrower shall pay to the Trustee for the account of the Issuer, its Pro Rata Share of any Annual Rebate Deficiency calculated in accordance with Section 5.07(b) of the Indenture and the Compliance Charges and the fees of the Trustee, the Program Monitor and the Rebate Analyst as set forth in the Indenture to the extent such payments cannot be made from the funds established for the payment thereof under the Indenture.

(d) Payments of interest on the Participant Note shall be deposited by the Trustee into the Interest Account of the Bond Fund established under the Indenture. Payments of principal on the Participant Note shall be deposited into the Renewal Account established for the Borrower pursuant to the Indenture, unless the Borrower directs in writing to the Trustee that such amounts are not to be deposited to the Renewal Account, and then in such event, to the Recycling Account. Provided, however, that from and after such time as the Bond Insurer determines and notifies the Trustee in writing that there has been a material adverse change in the credit profile of the Borrower, payments of principal shall not be deposited to the Renewal Account but instead be deposited by the Trustee into the Recycling Account established under the Indenture.

That portion of the payments of principal on the Participant Note which in accordance herewith are deposited by the Trustee in the Borrower's Renewal Account shall not be considered Repayments (as such term is defined in the Indenture) of the Loan to the Issuer but instead shall still be considered funds of the Borrower and interest payments shall still be owed by Borrower on such amounts under the terms of this Loan Agreement and the Participant Note. Investment earnings on amounts deposited to the credit of the Renewal Account shall be paid to the Borrower.

Section 5.02. Additional Payments. In addition to payments due under Section 5.01, the Borrower agrees to pay to the Trustee upon demand of the Administrator on behalf of the Issuer, or Trustee the following additional payments:

(a) the fees and out-of-pocket expenses and disbursements of counsel utilized by the Issuer, the Bond Insurer, and the Trustee in connection with the enforcement of this Agreement upon any default by the Borrower; and

(b) all taxes and other governmental charges in connection with the execution and delivery of this Loan Agreement, whether or not any amount due hereunder is then outstanding, including all recording and filing fees and stamp taxes relating to the pledge and assignment of the Issuer's right, title and interest in and to this Loan Agreement pursuant to the Indenture (and with the exceptions noted therein) and all expenses, including attorneys fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof.

The Borrower agrees to pay interest at the Default Rate to the affected party on any such additional payments enumerated above not received by the Issuer, the Bond Insurer, the Trustee or the Administrator, as the case may be, within 10 days of demand therefor.

The Borrower's accrued obligation to make the payments required by this Section shall

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survive payment or prepayment of the Participant Note and other amounts hereunder and termination of this Loan Agreement. Except as provided in Section 5.01(c) and this paragraph, the Borrower shall have no obligation to make payments to the Issuer or the Trustee in repayment of the Loan, except for the principal amount thereof, and interest at the Participant Rate.

Section 5.03. Determination of Interest Rate. The determination by the Calculation Agent in accordance with the Indenture of the TBMA Index at any time, shall be conclusive and binding on the Borrower. Failure by the Trustee to give notice required hereunder, or any defect therein, shall not (i) affect the interest rate borne by the Bonds or the payment obligations of the Borrower hereunder, or (ii) impose any liability on the Trustee to the Borrower. Notwithstanding the provisions of Section 3.01, 5.01 and 5.02, the interest rate on the Participant Note shall not exceed twenty-five percent (25%) per annum.

Section 5.04. Unconditional Obligation to Pay Repayments. The obligation of the Borrower to make payment of Loan Repayments and any other amounts required by this Article V and other Sections hereof, and to perform and observe the other covenants and agreements contained herein, shall be absolute and unconditional in all events except as otherwise expressly provided in this Loan Agreement. Notwithstanding any dispute between the Borrower and the Issuer, the Trustee, the Administrator, the Bond Insurer, any Bondholder or any other person, the Borrower shall make all payments of Loan Repayments when due and shall not withhold any Loan Repayments pending final resolution of such dispute, nor shall the Borrower assert any right of set off or counterclaim against its obligation to make such payments required under this Loan Agreement.

The Borrower's obligation to make payment of Loan Repayments or any other amounts during the term of this Agreement shall not be abated through accident or unforeseen circumstances or because of payment (a) under the Bond Insurance Policy on the Borrower's behalf or (b) by the Bond Insurer on the Borrower's behalf from sources other than payments under the Bond Insurance Policy. The Issuer and the Borrower agree that the Borrower shall bear all risk of damage or destruction in whole or in part to the Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of the Project, or any manner or thing which for any reason interferes with, prevents or renders burdensome the use of the Project or the compliance by the Borrower with any of the terms of this Loan Agreement. Notwithstanding the foregoing, this Section 5.04 shall not limit the rights of the Borrower to recover amounts owing to it, except as specifically set forth herein. The Borrower does hereby obligate itself and its successors to budget annually a sum of money sufficient to make Loan Repayments and other amounts required by this Loan Agreement, including any principal and/or interest on the Bonds theretofore matured and unpaid and to levy and collect taxes and other revenues within the limits prescribed by law from time to time, sufficient to make such Loan Repayments and other amounts.

Section 5.05. Application of Repayments. Repayments of principal and interest on the Participant Note shall be applied as provided herein and in the Participant Note.

Section 5.06. Agreement to Survive Indenture and Bonds. The Borrower acknowledges that its obligations hereunder shall survive the discharge of the Indenture and payment of the principal of and interest on the Bonds and Series 2001B Bonds, if and to the

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extent that amounts are due and owing to any party entitled to receive the same hereunder as of the date of such discharge and payment.

Section 5.07. Agreement Withholding Local Governmental Units Moneys to Satisfy Delinquent Payments. As provided for in the Act and as provided for in Section 5.18 of the Indenture. Local Governmental Units and the Issuer shall enter into (and the Trustee shall accept) the Tax Intercept Agreement, whereby such Local Governmental Unit shall covenant, agree and authorize the Mississippi State Tax Commission or any other State agency, department or commission to (a) withhold all or any part of any moneys which such Local Governmental Unit is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi State Tax Commission or any other State agency, department or commission (the "Tax Moneys") and (b) pay same over to the Trustee (as assignee for the Issuer) to satisfy any delinquent payment (the "Delinquent Payment") under Sections 5.01 and 5.02 of this Loan Agreement. If on the 5th day of any month, beginning _____ 2003, there are insufficient Revenues to make any payments then due under Sections 5.01 and 5.02 of this Loan Agreement, the Issuer shall authorize and direct the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the State Tax Commission or any other State agency, department or commission, thereby directing the State Tax Commission or any other State agency, department or commission to pay any Tax Moneys directly to the Trustee on behalf of the Issuer to satisfy any Delinquent Payment, all as permitted under the Act.

Section 5.08. Credit Enhancement. In accordance with the provisions of this Section 5.08 and Section 4.02(g) of the Indenture, the Bond Insurer, in its sole discretion, may determine to provide to the Trustee a surety bond, collateral or other credit enhancement in support of the repayment obligation of the Borrower under this Loan. Any said credit enhancement under this Section 5.08 shall be in favor of the Trustee in support of the repayment obligation under the Loan and shall be delivered by the Bond Insurer to the Trustee. At least 10 days prior to the delivery of said credit enhancement to the Trustee, the Bond Insurer shall provide written notice to the Trustee which describes the credit enhancement to be provided. No credit enhancement under this Section 5.08 shall be provided by the Bond Insurer to the Trustee unless the Trustee first obtains an opinion of Bond Counsel that the credit enhancement to be provided hereunder will not adversely affect the exclusion from gross income for Federal income tax purposes for interest on the Series 2001A Bonds and the Series 2001B Bonds. The Borrower recognizes and agrees that upon any payment of Loan Repayments by the Bond Insurer pursuant to credit enhancement provided by it, the Bond Insurer will, in addition to all other rights which it may have under the terms of the credit enhancement or the Indenture, be subrogated and succeed to the rights of the Issuer and the Trustee as if the Loan Repayments had not been paid.

Section 5.09. Contracts or Agreements Providing for Payment of Loan. The Borrower shall provide to the Bond Insurer and the Trustee an executed copy of any insurance policy, surety bond, guaranty or indemnification or any other policy, contract or agreement which provides for payment of all or any portion of the indebtedness under the Note or in any way secures, ensures or enhances the income stream anticipated to repay the Loan.

ARTICLE VI
TITLE TO PROJECT

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Section 6.01. Title to Project. Title to the Project will be and remain in the Borrower except as provided herein. The Borrower shall have the right to convey the Project to any other Persons, subject to the limitations contained in other provisions of this Loan Agreement and the Borrower's Tax Agreement. Upon any such conveyance not permitted hereby, the Borrower shall prepay its Participant Note and the Trustee shall, subject to the provisions of the Indenture, use such prepayments to redeem Bonds prior to maturity on the next available redemption date. The Trustee shall never deposit such prepayments in the Recycling Account under the Indenture unless the Borrower and the Trustee shall have received Favorable Opinions of Bond Counsel or Special Tax Counsel with respect to such deposit.

ARTICLE VII
DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES

Section 7.01. Disclaimer of Warranties. NEITHER THE ISSUER, THE TRUSTEE, THE BOND INSURER NOR ANY ADMINISTRATOR MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PORTION THEREOF OR ANY WARRANTY WITH RESPECT THERETO. In no event shall the Issuer, the Bond Insurer, any Administrator or the Trustee be liable for any incidental, indirect, special or consequential damage in connection with or arising out of the existence, furnishing, functioning or the Borrower's use of the Project or any item or products or services provided for in this Loan Agreement.

Section 7.02. Warranties. The Borrower's sole remedy for the breach of any warranty, right of indemnification or representation relating to the Project or any part thereof shall be against the vendors, manufacturers, installers or construction contractors of the Project and not against the Issuer, the Trustee, the Bond Insurer, any Administrator or any Bondholder, nor shall such matter have any effect whatsoever on the rights and obligations of the Borrower or the Issuer with respect to this Loan Agreement. The Borrower expressly acknowledges that neither the Issuer, the Trustee, the Bond Insurer nor any Administrator makes, or has made, any representation or warranties whatsoever as to the existence or availability of any such warranties of such vendors, manufacturers, installers and construction contractors.

ARTICLE VIII
OPTION TO PREPAY LOAN REPAYMENTS;
CONVERSION TO A FIXED INTEREST RATE

Section 8.01. Prepayment.

(a) The principal amount of the Loan and the Participant Note shall be subject to optional prepayment prior to maturity, in whole or in part, on any Business Day, in an amount equal to the outstanding par amount thereof, plus accrued interest to the date of redemption. Thirty (30) days prior written notice of such prepayment shall be provided to the Bond Insurer, the Trustee and the Administrator by the Borrower. Pursuant to the Indenture, the principal amount of the Loan and the Participant Note will be reduced in the amount of undischursed moneys in the Reservation Account. In the event of any reductions and deemed prepayment, the annual principal installments on the Participant Note shall be reduced in inverse order of maturity, based upon the remaining principal outstanding on the Participant Note.

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(b) Any prepayment pursuant to any provision of this Loan Agreement shall be made only from Available Moneys. Upon any prepayment in whole of the applicable Participant Note with Available Moneys and subject to the requirements of Section 7.04 of the Indenture, this Loan Agreement shall terminate, except for the obligations and covenants expressed herein to survive.

(c) After any partial prepayment, the Administrator shall recalculate principal installments due under the Participant Note, applying such prepayment to the Schedule of Principal Installments attached to the Participant Note, in inverse order of maturity, unless the Bond Insurer shall specify a different application and revised schedule of remaining Loan Repayments; provided, however, that no such revision to the schedule of remaining Loan Repayments shall extend the average life of the Loan in violation of the requirements of the Tax Exemption Agreement. Any prepayment in part shall be in the minimum principal amount of \$100,000.

ARTICLE IX
ASSIGNMENT

Section 9.01. Assignment by Issuer; Administrator.

(a) This Loan Agreement, the Participant Note, and the obligations of the Borrower to make payments hereunder and thereunder may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Issuer, the Bond Insurer or the Trustee at any time subsequent to its execution without the necessity of obtaining the consent of the Borrower. The Borrower expressly acknowledges that this Loan Agreement, the Participant Note, and the obligations of the Borrower to make payments hereunder and thereunder (with the exception of certain of the Issuer's rights to indemnification, fees and expenses) have been assigned to the Trustee as security for the Bonds, for the obligations of the Issuer under the Swap Agreement, for the obligations of the Issuer under the Series 2001B Bonds and for the Bond Insurer under the Indenture and that the Trustee shall be entitled to act hereunder and thereunder in the place and stead of the Issuer whether or not the Bonds are in default. In addition, the Borrower acknowledges that the Issuer will appoint an Administrator in writing which shall be entitled to act hereunder in the place and stead of the Issuer or the Trustee, to the extent of such appointment.

(b) Upon receipt of notice of any assignment of this Loan Agreement to the Bond Insurer or upon payment of the Bonds in full by the Bond Insurer, the Issuer will make all payments required by Article V directly to the Bond Insurer, without defense or set off by reason of any dispute between the Borrower and the Issuer, the Trustee, the Administrator or any other person; provided, however that any such payments relating to indemnification and reimbursement of the respective parties shall be made by the Borrower to the Trustee without defense or set off by reason of any dispute between the Borrower and the Bond Insurer, the Issuer, the Administrator, or any other person. If less than full payment is made by the Bond Insurer, the Borrower will make pro-rata payments to the Bond Insurer and the Trustee, and as promptly as possible authenticate and deliver a new Participant Note to the Bond Insurer and the Trustee representing their respective interests in the Participant Note.

Section 9.02. Payment by the Bond Insurer. The Borrower acknowledges that payment from amounts paid by the Bond Insurer under the Bond Insurance Policy do not

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constitute payment of amounts due hereunder for the purposes hereof or fulfillment of its obligations hereunder.

Section 9.03. Assignment by Borrower. This Loan Agreement and the Participant Note may not be assigned by the Borrower for any reason without the express prior written consent of the Issuer, the Bond Insurer and the Trustee.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined.

The following shall be "Events of Default" under this Loan Agreement and the terms "Event of Default" and "Default" shall mean (except where the context clearly indicates otherwise), whenever they are used in this Loan Agreement, any one or more of the following events:

- (a) Failure by the Borrower to timely pay any Loan Repayment or any other payment required to be paid hereunder on the date on which it is due and payable;
- (b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than a covenant referred to in Section 10.01(a) or 10.01(c) through (g), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Borrower by the Bond Insurer, the Administrator or the Trustee, unless the Administrator, the Bond Insurer, and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Issuer, the Bond Insurer or the Trustee, but cannot be cured within the applicable 30-day period, the Administrator, the Bond Insurer and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected;
- (c) Proceedings are instituted by the Issuer to appoint a fiscal administrator.
- (d) Any warranty, representation or other statement by the Borrower or by an officer or agent of the Borrower contained in this Loan Agreement, the Participant Note, or in any instrument furnished in compliance with or in reference to this Loan Agreement or the Participant Note, is false or misleading in any material respect;
- (e) A petition is filed against the Borrower under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 60 days of such filing;
- (f) The Borrower files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law;

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(g) The Borrower admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days; or

(h) Any material provision of this Loan Agreement or the Participant Note shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability of any such provision shall be contested in any administrative or judicial proceeding by the Borrower or any governmental agency (other than the Issuer), or if the Borrower shall deny the validity or enforceability of any such provision or any further liability or obligation under this Loan Agreement or the Participant Note.

Section 10.02. Notice of Default. The Borrower agrees to give the Trustee, the Bond Insurer, the Swap Counterparty, the Issuer and the Administrator prompt written notice if any petition, assignment, appointment or possession referred to in subsections 10.01(c), (e), (f) or (g) is filed by or against the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default, or with the passage of time or the giving of notice or both would constitute an Event of Default, immediately upon becoming aware of the existence thereof.

Section 10.03. Remedies on Default.

Whenever any Event of Default referred to in Section 10.01 hereof shall have happened and be continuing, the Issuer or the Trustee shall, in addition to any other remedies herein or by law provided, have the right, without any further demand or notice, to take such steps and exercise such remedies as shall be directed by the Bond Insurer, including, without limitation, one or more of the following:

(a) Take any action permitted or required pursuant to the Indenture, including, upon written direction from the Bond Insurer, and notice to the Administrator, acceleration of the Outstanding Balance and all other amounts which the Borrower is obligated to pay under the Loan Agreement; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its or their rights hereunder.

Section 10.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Issuer, the Bond Insurer, the Trustee or the Administrator the reasonable fees and expenses of attorneys and other reasonable expenses incurred by any of them in the collection of Loan Repayments or any other sums due or the enforcement of performance of any other obligations of the Borrower upon an Event of Default. The provisions of this Section 10.04 shall survive the termination of this Loan Agreement and the payment in full of the Participant Note.

Section 10.05. Application of Moneys. Any moneys collected by the Issuer, the Trustee, the Bond Insurer or the Administrator pursuant to Section 10.03 hereof shall be applied (a) first, to any reasonable attorneys' fees or other expenses owed by the Borrower to the Issuer, the Trustee, the Bond Insurer or the Administrator pursuant to Section 10.04 hereof, pro rata based

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on the amount of such expenses owed, provided that fees of the attorneys to the Issuer, the Trustee, and/or the Administrator shall not be payable hereunder unless the attorney for the Bond Insurer shall decline to represent any or all of such parties as well as the Bond Insurer, (b) second, to pay any Annual Rebate Deficiency in accordance with section 5.01(c) hereof; (c) third, to pay any interest due on the Participant Note at the Participant Rate or the Default Rate, (d) fourth, to pay principal due on the Participant Note, (e) fifth, to pay and any other amounts due hereunder, and (f) sixth, to pay interest and principal on the Participant Note and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (e) in this Section 10.05).

Section 10.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Issuer, the Bond Insurer, the Trustee or the Administrator is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer, the Bond Insurer or the Trustee or the Administrator to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice other than such notice as may be required in this Article X.

Section 10.07. Retention of the Issuer's Rights.

Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Indenture, or anything else to the contrary contained herein, the Issuer shall have the right upon the occurrence of an Event of Default to take any action, including, without limitation, bringing an action against the Borrower at law or in equity, as the Issuer may, in its discretion, deem necessary to enforce the obligations of the Borrower to the Issuer pursuant to Section 10.04.

ARTICLE XI
REBATE OF EXCESS FUNDS

Section 11.01. Rebate of Excess Funds.

Any amounts remaining in the Trust Estate (as defined in the Indenture) after (a) full payment of the Bonds or provision for payment thereof so that no Bonds are deemed outstanding under the Indenture; (b) all amounts owed to the Bond Insurer under the Bond Insurance Policy have been paid; and (c) all fees, charges and expenses listed in Section 5.09 of the Indenture have been paid, shall, after being held for 124 days during which time no Bankruptcy Filing (as defined in the Indenture) has occurred, after such full payment or provision shall have been made and no claim shall have been made thereon, be rebated by the Trustee to the Borrower in an amount equal to the amount remaining in the Trust Estate (as defined in the Indenture) multiplied by the result of (a) the dollar amount of interest theretofore received by the Trustee under the Loan, divided by (b) the total dollar amount of all interest payments theretofore received by the Trustee on all Participant Notes of all Local Governmental Units (as defined in the Indenture) under the Bond Program; provided, however, if any amount shall then be due and owing to the Trustee or the Issuer or the Bond Insurer by the Borrower, such amount shall, to the extent of the amount so due and owing, be paid by the Trustee to such person. In the event a Bankruptcy

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Filing has occurred, such amounts shall be transferred to a separate account maintained by the Trustee and held pending a final determination of such litigation. Notwithstanding the foregoing, in the event obligations are issued to refund the Bonds, any amounts remaining in any Fund or Account (as those terms are defined in the Indenture) may be transferred to funds created in connection with the issuance of such obligations if, in the opinion of Bond Counsel or Special Tax Counsel, the tax-exempt status of the interest on the Bonds is not adversely affected thereby.

ARTICLE XII
MISCELLANEOUS

Section 12.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

<u>The Issuer:</u>	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, Mississippi 39202 Attention: Executive Director
<u>The Borrower:</u>	Harrison County, Mississippi 1801 23rd Avenue Gulfport, Mississippi 39502 Attention: Chancery Clerk
<u>The Administrator:</u>	Holley, Grubbs, Mitcham & Phillips 1830 Crane Ridge Drive Jackson, Mississippi 39216 Attention: Dr. Stephen H. Holley
<u>The Trustee:</u>	Hancock Bank 1855 Lakeland Drive, Suite P-231 Jackson, Mississippi 39216 Attention: Trust & Financial Service Group
<u>Rating Agencies:</u>	Standard & Poor's Ratings Group Municipal Finance Department 25 Broadway New York, New York 10004 Attention: Rating Desk Moody's Investors Service, Inc. 99 Church Street New York, New York 10007 Attention: Rating Desk
<u>Bond Insurer:</u>	Ambac Assurance Corporation One State Street Plaza New York, New York 10004 Attention: Kate Hackett

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Insurance Trustee: United States Trust Company of New York
 114 West 74th Street, 25th Floor
 New York, New York 10036
 Attention: H. William Weber, Department Manager,
 Administration

Underwriters: Sisung Securities Corporation
 World Trade Center, Suite 2440
 2 Canal Street
 New Orleans, Louisiana 70130-1502
 Attention: Lawrence Sisung

Morgan Keegan & Company, Inc.
 Morgan Keegan Tower
 50 North Front Street
 Memphis, Tennessee 38103
 Attention: Public Finance Department

Section 12.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Bond Insurer and the Borrower and their respective successors and assigns.

Section 12.03. Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04. Amendments, Changes and Modifications. This Loan Agreement and the Note may be amended by the Issuer and the Borrower as provided in Article XIII of the Indenture.

Section 12.05. Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the law of the State of Mississippi.

Section 12.07. Benefit of Bondholders and the Bond Insurer; Compliance with Indenture. This Loan Agreement is executed in part to induce the purchase by others of the Bonds and the issuance by the Bond Insurer of the Bond Insurance Policy. Accordingly, all covenants agreements and representations on the part of the Borrower and the Issuer, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the holders from time to time of the Bonds, and for the benefit of the Issuer and the Bond Insurer. The Borrower covenants and agrees to do all things within its power in order to comply with and to enable the Issuer to comply with all requirements and to fulfill and to enable the Issuer to fulfill all covenants of the Indenture.

Section 12.08. Consents and Approvals. Whenever the written consent or approval of the Issuer shall be required under the provisions of this Loan Agreement, such consent or

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approval may be given by the Executive Director or Secretary of the Issuer or such other additional person provided by law or by rules or regulations of the Issuer.

Section 12.09. Immunity of Officers, Employees and Members of Issuer and Borrower. No recourse shall be had for the payment of the principal of or premium or interest on the Participant Note or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Loan Agreement against any past, present or future officer, member, employee, director or agent of the Issuer or the Borrower, respectively, of any successor public or private corporation thereto, as such, either directly or through the Issuer or the Borrower, respectively, any successor public or private corporation thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement and the issuance of the Participant Note.

Section 12.10. Captions. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 12.11. Pecuniary Liability of Issuer. No provision, covenant or agreement contained in this Loan Agreement on behalf of the Issuer, or any obligation herein imposed upon the Issuer, or the breach thereof, shall constitute an indebtedness or liability of the State or any political subdivision of the State or any public corporation or governmental agency existing under the laws thereof other than the Issuer. In making the agreements, provisions and covenants set forth in this Loan Agreement, the Issuer has not obligated itself except with respect to the application of the revenues, income and all other property as derived herefrom, as hereinabove provided.

Section 12.12. Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be a day other than a Business Day, such payments may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement.

Section 12.13. Right of Others to Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the Issuer, the Trustee or the Bond Insurer may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the Issuer, the Trustee or the Bond Insurer shall bear interest from the date of the advance until repaid as provided herein. The Administrator, the Bond Insurer, or the Trustee shall have the right to enter the Borrower's premises in order to effectuate the purposes of this Section.

Section 12.14. Termination of the Bond Insurer's Rights. The Bond Insurer agrees to execute such instruments terminating its interests under this Loan Agreement and/or assigning its rights, title and interests under this Loan Agreement as may be reasonably requested of it, provided it has been paid, or is satisfied in its uncontrolled discretion that it will be paid, all

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amounts then due and owing or which may thereafter become due and owing to it under this Loan Agreement and the Indenture.

Section 12.15. Defaults of Bond Insurer. If at any time the Bond Insurer shall be in default of its payment obligations under its Bond Insurance Policy, then all rights herein expressed on behalf of the Bond Insurer to consent to or authorize actions to be taken shall automatically vest in the Issuer rather than the Bond Insurer until such default is cured.

[Signature page to follow]

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IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Loan Agreement to be executed in its name with its seal hereunto affixed and attested by its duly authorized officers, and the Harrison County, Mississippi has caused this Loan Agreement to be executed in its name with its seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

MISSISSIPPI DEVELOPMENT BANK, Lender

By: _____
 Executive Director

ATTEST:

By: _____
 Secretary

HARRISON COUNTY, MISSISSIPPI, Borrower

By: _____
 President, Board of Supervisors

ATTEST:

By: _____
 Chancery Clerk

Acknowledged by:

HANCOCK BANK, as Trustee

By: _____
 Vice President & Trust Officer

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EXHIBIT A

PROJECT DESCRIPTION

To provide funds for the purpose of financing certain capital projects including, but not limited to, purchasing, erecting, equipping, repairing, or remodeling county buildings, and the purchase of land therefor; constructing and repairing roads, highways and bridges, and acquiring land therefor; purchasing machinery and equipment; purchasing fire fighting equipment and apparatus, providing housing for the same and purchasing necessary land therefor; the acquisition, construction, improvement, enlargement, extension, repair, operation and maintenance of any system used for the collection, transportation and treatment of water, sewerage and wastewater; purchasing, constructing, repairing, improving and equipping recreational facilities and parks, including, but without limitation, baseball and softball fields and purchasing necessary land therefor; and for other authorized purposes under the Act (the "Project")

RESERVATION ACCOUNT

On _____, 2003, the sum of \$5,000,000 was deposited to the Reservation Account of the Borrower.

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EXHIBIT B

FORM OF NOTE

\$5,000,000

_____, 2003

FOR VALUE RECEIVED, the undersigned the Harrison County, Mississippi (the "Borrower") promises to pay to the order of the Mississippi Development Bank (the "Issuer"), or its successors and assigns, a principal sum equal to the total of all amounts disbursed to the Borrower from the Reservation Account (as defined in the Loan Agreement, hereinafter defined) established for the Borrower as shown on **Schedule I** attached hereto, with interest on the principal amount of each disbursement from the date of such disbursement at the rate or rates per annum on the unpaid balance until paid as described below, in accordance with the provisions of Section 5.01 of the Loan Agreement dated as of _____, 2003 (the "Loan Agreement") by and between the Issuer and the Borrower. All loan payments shall be payable in immediately available funds at the principal corporate trust office of Hancock Bank of Gulfport, Mississippi (the "Trustee"). Principal installments and interest shall be paid one (1) Business Day prior to the first day of each month (the "Loan Repayment Date"). All capitalized terms used but not defined herein shall have the definition given them in the Loan Agreement.

Payments in an amount equal to the principal due hereunder shall be payable in monthly installments as set forth on **Schedule II** (the "Schedule of Principal Installments") attached hereto, commencing one (1) Business Day prior to the first day of the month following the month in which the Borrower receives its first disbursement from the Reservation Account. The Trustee shall notify the Borrower seven (7) days prior to the Loan Repayment Date for such month of the amount of interest owed hereunder to but excluding such Loan Repayment Date. Such amount shall be calculated by the Trustee as set forth in Section 6.04(j) of the Indenture. As provided in Section 5.01(d) of the Loan Agreement, all payments of interest shall be deposited by the Trustee into the Interest Account of the Bond Fund established under the Indenture and all payments of principal shall be deposited by the Trustee in the Renewal Account to be used by the Borrower in accordance with the Indenture; provided, however, that from and after such time as the Bond Insurer determines that there has been a material adverse change in the credit profile of the Borrower, payments of principal shall instead be deposited by the Trustee into the Recycling Account established under the Indenture.

That portion of the payments of principal on the Participant Note which in accordance herewith are deposited by the Trustee in the Borrower's Renewal Account shall not be considered Repayments (as such term is defined in the Indenture) of the Loan to the Issuer but instead shall still be considered funds of the Borrower and interest payments shall still be owed by Borrower on such amounts under the terms of this Loan Agreement and the Participant Note. Principal payments deposited by the Trustee in the Recycling Account under the Indenture shall be considered Repayments of the Loan.

An amount equal to the entire principal amount disbursed to the Borrower under the Loan Agreement as evidenced on the Schedule of Advances, to the extent such Repayments have not already been made by the Borrower, shall be fully due and payable one (1) Business Day prior to the first day of January, 2031. Unpaid interest which shall have accrued through the last day of a Loan Payment Period (as defined in the Loan Agreement) preceding the Loan Repayment Date shall be calculated at the Participant Rate defined in the Loan Agreement, unless otherwise

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provided in the next succeeding sentence. Notwithstanding the foregoing sentence, if (a) any payment of principal and interest (a "Loan Repayment") due hereunder shall not be paid within ten (10) calendar days of the Loan Repayment Date, accrued but unpaid interest on the principal portion of said Loan Repayment shall be calculated at the Default Rate (as defined in the Loan Agreement) or (b) if all Loan Repayments are declared to be immediately due and payable, accrued but unpaid interest on the outstanding principal amount of this Note shall be calculated at the Default Rate.

The Borrower shall have the right to prepay the principal amount hereof, in accordance with the terms and conditions set forth in Section 8.01 of the Loan Agreement and upon payment of interest due on the amount prepaid.

All payments hereon shall be applied first to accrued interest then payable and then to the installments of principal due hereunder in inverse order of maturity, unless the Bond Insurer shall specify a different application, as provided in the Loan Agreement.

This Note is a full and unlimited obligation of the Borrower issued pursuant to the Loan Agreement, the terms and provisions of which, including those in connection with default by the Borrower, are incorporated herein by reference.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the law of the State of Mississippi.

Signed and sealed this ____ day of _____, 2003.

[SEAL]

HARRISON COUNTY, MISSISSIPPI

By: _____
 President, Board of Supervisors

ATTEST:

By: _____
 Clerk, Board of Supervisors

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ENDORSEMENT

FOR VALUE RECEIVED, the Mississippi Development Bank (the "Issuer") hereby sells, assigns and transfers this Note unto Hancock Bank (the "Trustee"), as trustee under that certain Indenture of Trust dated as of February 1, 2001 and by and between the Issuer and the Trustee, this Note to be held by the Trustee under the terms and conditions set forth in the Indenture and constitute a part of the Trust Estate, as defined therein.

MISSISSIPPI DEVELOPMENT BANK,
as Lender

Executive Director

Date: _____

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SCHEDULE I
SCHEDULE OF ADVANCES

SCHEDULE-I

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SCHEDULE II
SCHEDULE OF PRINCIPAL INSTALLMENTS

SCHEDULE-II

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EXHIBIT C

RESOLUTION OF THE _____ OF
 _____ (THE "_____") AUTHORIZING A
 LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK; APPROVING THE FORM
 OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN
 AGREEMENT FOR THE LOAN; AND AUTHORIZING THE OFFICERS OF THE
 _____ TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS
 RESOLUTION.

WHEREAS, on _____, _____, the _____
 adopted that certain Resolution of the Board of _____ (the
 "_____"), declaring the intention of the _____ to enter into a loan with the
 Mississippi Development Bank to be funded with proceeds of Bonds to be issued by the
 Mississippi Development Bank under the Mississippi Development Bank Capital Projects and
 Equipment Program; and

WHEREAS, the _____ is authorized under the provisions of Mississippi
 Code Annotated Section 31-25-28, as amended, to borrow in such amounts as it may find
 necessary and proper in order to provide funds for improving, developing, constructing,
 maintaining, equipping and general advancement of public improvements and/or facilities for the
 _____ as authorized under the Act including, but not limited to, the
 _____ (the "Project"); and

WHEREAS, it is necessary, proper and economically feasible that the _____
 borrow money by entering into a loan with the Mississippi Development Bank secured by the
 Note pursuant to Mississippi Code Annotated Section 31-25-20 and 31-25-28, as amended, the
 purposes herein stated and under the procedures hereinafter set forth and as provided by law to
 provide funds for the Project; and

WHEREAS, the Board of Directors of the Mississippi Development Bank intends to
 authorize the issuance of up to \$125,000,000 in Mississippi Development Bank Special
 Obligation Bonds (Capital Projects and Equipment Acquisition Program), Series 2001A and
 Series 2001B (the "Bonds") for the purpose of financing loans to local governmental units all as
 authorized by Mississippi Code Annotated Sections 31-25-1 *et seq.* (the "Act"); and

WHEREAS, the _____ of the _____ now find it
 necessary to approve (1) the loan from the Mississippi Development Bank in the amount not to
 exceed \$ _____, (2) the form of and execution of the Loan Agreement, to be dated the date
 of delivery, between the Mississippi Development Bank and the _____ (the "Loan
 Agreement") in connection with the loan and (3) the Note of the _____ in
 connection with said Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE _____:

Section 1. The Loan Agreement, including the form of the Note, are hereby approved
 and the _____ of the _____ and
 of the _____ are hereby authorized and directed to execute said Loan Agreement

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and Note on behalf of the _____ All provisions of the Loan Agreement, including the Note, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which said Loan Agreement and Note to be in substantially the form attached hereto, with such completions, changes, insertions and modifications and shall be approved by the officers executing and delivering the same. The _____ of the _____ and _____ of the _____ are hereby authorized to enter into said Loan Agreement in an amount not to exceed \$ _____ to provide for the Project. The term of the loan shall not exceed _____. The _____ of the _____ hereby authorize the _____ and the _____ to approve the principal amortization schedule for the loan within the requirements set forth in this Section 1. The execution of the Loan Agreement by the _____ and the _____ shall be deemed to be conclusive evidence of such approval of the terms of the loan by these officers under this Section 1.

Section 2. The _____ shall be, and they are hereby authorized and directed for and on behalf of the _____, to enter into the Tax Intercept Agreement (as defined in the Loan Agreement) whereby the _____ shall covenant, agree and authorize the Mississippi State Tax Commission or any other state agency, department of commission to (a) withhold all or any part of moneys which the _____ is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi State Tax Commission or any other state agency, department or commission and (b) pay same over to the Trustee for the Bonds (on behalf of the Mississippi Development Bank) to satisfy any delinquent payments under the Loan Agreement. Said Tax Intercept Agreement shall be in accordance with the provisions set forth in the Loan Agreement and as authorized by the Act.

Section 3. The _____ be, and they are hereby authorized and directed for and on behalf of the Governing Body to take any and all such action as may be required by the _____ to carry out and to give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence said authority.

_____ moved and _____ seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

_____ voted: _____
_____ voted: _____
_____ voted: _____
_____ voted: _____
_____ voted: _____

The motion having received the affirmative vote of a majority of the members present, the _____ of the Governing Body declared the motion carried and the resolution adopted, on this the _____ day of _____,

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ATTEST:

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EXHIBIT D

CERTIFICATE OF BORROWER
IN CONNECTION WITH LOAN TO FINANCE PROJECT

I, the undersigned President, Board of Supervisors of the Harrison County, Mississippi (the "Borrower") and the undersigned Clerk, Board of Supervisors of the Borrower do hereby certify and covenant as follows:

(1) The undersigned, _____, is the duly appointed, qualified and acting President, Board of Supervisors of the Borrower and the undersigned, _____, is the duly appointed, qualified and acting Clerk, Board of Supervisors of the Borrower and such officials are familiar with and have access to the books and corporate records of the Borrower.

(2) The persons named below are the duly appointed and qualified Supervisors of the Borrower and are presently serving the terms which commenced and which will expire as indicated to the right of their respective names:

Name of	Date of Commencement of Term	Date of Expiration of Term

(3) The persons set forth in **EXHIBIT A** attached hereto are the duly elected and qualified officers of the Borrower holding the office stated opposite their respective names and the signatures appearing on said **EXHIBIT A** are genuine signatures of said officers.

(4) At its regular meeting on _____, the _____ of the Borrower adopted that certain Resolution _____.

(5) The President, Board of Supervisors and Clerk, Board of Supervisors of the Borrower by their manual signatures duly executed and attested the execution of the Loan Agreement (the "Loan Agreement") dated as of _____, by and between Borrower and the Mississippi Development Bank (the "Issuer").

(6) All approvals required to be obtained by the Borrower in connection with the execution of the Loan Agreement have been obtained and are in full force and effect as of the date hereof.

(7) Any certificate signed by any officer of the Borrower delivered to the Issuer shall be deemed a representation of the Borrower to the Issuer as to the statements made therein.

(8) The seal affixed to this certificate and the Loan Agreement is the official seal of the Borrower.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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IN WITNESS WHEREOF, the undersigned have hereunto set the official seal of the Borrower and their signatures as of ___ day of _____, _____.

(SEAL)

HARRISON COUNTY, MISSISSIPPI

By: _____
Title: President, Board of Supervisors

By: _____
Title: Clerk, Board of Supervisors

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

EXHIBIT E

INSURANCE COVERAGE PROVISIONS

Borrower maintains property insurance on any and all County property, in accordance with the policy of the Board of Supervisors, under a blanket property insurance policy.

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

EXHIBIT F

REQUEST FOR ADVANCE

The undersigned, the duly authorized President, Board of Supervisors and Clerk, Board of Supervisors of Harrison County, Mississippi (the "Borrower"), submit this Request for Advance on behalf of the Borrower for _____ Dollars (\$ _____) pursuant to Section 3.02 of that certain Loan Agreement by and between the Mississippi Development Bank (the "Issuer") and the Borrower dated as of _____, 2003 (the "Loan Agreement") and relating to the Issuer's 2001 Capital Projects and Equipment Acquisition Program (the "Program"). The Trustee shall disburse the amount requested herein for the following purpose: financing certain capital projects which shall consist of _____ (the "Project"). The amount of this advance will be \$ _____ and the term for repayment of amounts advanced hereunder shall not exceed _____ (____) years. The Project constitutes, for federal income tax purposes, the following:

Cost of other property: _____

The name, address and employer identification number of the Initial Principal User (the "Initial Principal User") of the Project is as follows:

Harrison County, Mississippi
 1801 23rd Avenue
 Gulfport, Mississippi 39502
 Employer I.D. No. 64-6000425

Attached hereto as composite **EXHIBIT A** are certain documents which, among other things, verify that the amount requested herein does not exceed the Cost (as defined in the Loan Agreement) paid or incurred by the Borrower for such Project prior to the disbursement of the funds requested herein and, when disbursed, the total amount disbursed to such Borrower pursuant to Section 3.02 of the Loan Agreement does not exceed the Borrower's Loan amount set forth in Section 3.01 of the Loan Agreement unless a writing has been attached hereto signed by the Administrator and the Bond Insurer stating that the Borrower is eligible for such amount.

The undersigned, on behalf of the Borrower, hereby certify that:

1. The Project (as described herein and in **EXHIBIT A**), or a portion thereof, has been purchased, constructed or installed by the Borrower and payment therefore is due and owing or has been previously paid by Borrower and the disbursement of the funds herein requested has been approved by the Borrower at its meeting on _____, 200____, a copy of such approval being attached hereto as **EXHIBIT B**.

2. To the extent amounts, if any, requested herein are being used to reimburse the Borrower for Equipment previously purchased, such Equipment was purchased by the Borrower no earlier than _____, 2001, and evidence of the purchase thereof is contained in **EXHIBIT A** attached hereto.

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

3. The use of proceeds of the first advance shall be for capital projects, including financing _____.

4. The Borrower is a political subdivision validly existing and in good standing under the laws of the State of Mississippi, with full power and authority to own its properties and conduct its business as presently owned and conducted, is qualified to do business in the State of Mississippi and, to the best of our knowledge, after due inquiry, is not in violation of any laws material to the transactions contemplated by the Loan Agreement, this Request for Advance, or any provisions of law material to the transactions contemplated by the Loan Agreement and this Request for Advance, and has all requisite corporate power and authority to execute and deliver this Request for Advance.

5. The Borrower has obtained all necessary permits, licenses and certifications to continue the conduct of its business and to undertake the actions which will be financed from the funds to be disbursed hereunder.

6. The Loan Agreement and the Note (as defined in the Loan Agreement) are in full force and effect and continue to be valid, enforceable and legally binding obligations of the Borrower, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and the Borrower has received all consents, approvals and authorizations of governmental authorities or agencies required for incurring the debt represented by such documents, including amounts which will become outstanding pursuant to this Request for Advance, and/or the continued performance of such documents.

7. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or, to the best knowledge of the undersigned after due inquiry, threatened by governmental authorities to which the Borrower is a party or of which any property of the Borrower is subject which, if determined adversely to the Borrower, individually or in aggregate (i) affect the validity or enforceability of the Loan Agreement or the Note (as defined in the Loan Agreement) or (ii) otherwise materially and adversely affect the ability of the Borrower to comply with its obligations under the Loan Agreement or the Note (as defined in the Loan Agreement).

8. The representations and warranties of the Borrower set forth in the Loan Agreement are true and correct on the date hereof; and the Borrower is in compliance with all terms, covenants and conditions of the Loan Agreement on the date hereof.

9. The Borrower does not plan to use, or permit the use of, the Project except as permitted by the Loan Agreement.

[remainder of page intentionally left blank]

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed the corporate seal of the Borrower, duly attested this _____ day of _____, 2003.

HARRISON COUNTY, MISSISSIPPI

By: _____
Title: President, Board of Supervisors

ATTEST:

By: _____
Title: Clerk, Board of Supervisors

JACKSON 692990v1

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

EXHIBIT B

FORM OF THE TAX INTERCEPT AGREEMENT

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

TAX INTERCEPT AGREEMENT

This Tax Intercept Agreement, dated the ____ day of _____, 2003 (the "Agreement"), between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "Bank"), created pursuant to the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act") having its principal place of business in the City of Jackson, Mississippi and **HARRISON COUNTY, MISSISSIPPI** (the "County"), a local governmental unit under the Act.

WITNESSETH

WHEREAS, pursuant to the Act, the Bank is authorized to loan money (as set forth in the Act) to local governmental units, as defined in the Act; and

WHEREAS, the County has duly authorized the loan in the principal amount of \$5,000,000 between the Bank and the County (the "Loan") pursuant to the terms of a loan agreement dated _____, 2003, between the County and the Bank (the "Loan Agreement") for the purpose of financing certain capital projects and improvements which shall consist of purchasing, erecting, equipping, repairing, or remodeling county buildings, and the purchase of land therefor; constructing and repairing roads, highways and bridges, and acquiring land therefor; purchasing machinery and equipment; purchasing fire fighting equipment and apparatus, providing housing for the same and purchasing necessary land therefor; the acquisition, construction, improvement, enlargement, extension, repair, operation and maintenance of any system used for the collection, transportation and treatment of water, sewerage and wastewater; purchasing, constructing, repairing, improving and equipping recreational facilities and parks, including, but without limitation, baseball and softball fields and purchasing necessary land therefor; and for other authorized purposes under Mississippi Code § 31-25-1 *et seq.*, as amended (the "Project"); and

WHEREAS, pursuant to the Indenture of Trust, dated as of February 1, 2001, between the Bank and Hancock Bank, Gulfport, Mississippi, as Trustee (the "Trustee") (the "Indenture"), the Bank has duly authorized the issuance of its bonds designated the Mississippi Development Bank Special Obligation Bonds, Series 2001A (Capital Project and Equipment Acquisition Program), dated March 6, 2001 (the "Bonds"), a portion of the proceeds of which will be used to provide the funds for the Loan between the Bank and the County; and

WHEREAS, any local governmental unit is authorized under Section 31-25-28(5) of the Act to agree in writing with the Bank that the Mississippi State Tax Commission or any other state agency, department or commission shall (a) withhold all or any part (as agreed by the local governmental unit) of any monies which such local governmental unit is entitled to receive from time to time pursuant to any law and which is in the possession of the Mississippi State Tax Commission, or any state agency, department or commission created pursuant to State law and (b) pay the same over to the Bank to satisfy any delinquent payments on any loan made to such local governmental unit under provisions of the Act and any other delinquent payments due and owing the Bank by such local governmental unit, all as the same shall occur.

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

NOW, THEREFORE, the Bank and the County agree:

1. As authorized by the Act, the County hereby covenants, agrees and authorizes the Mississippi State Tax Commission or any other state agency, department or commission created pursuant to State law to (1) withhold all or any part of any monies (the "Tax Monies") which the County is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi State Tax Commission or any other state agency, department or commission created pursuant to State law and (2) pay same over to Hancock Bank, as Trustee, under the Indenture for the Bonds to satisfy any delinquent payment (the "Delinquent Payment") under Sections 5.01 and 5.02 of the Loan Agreement.

2. If on the 5th day of any month, beginning _____ 5, 2003, there are insufficient amounts to make the payments under Sections 5.01 and 5.02 of the Loan Agreement, the Bank hereby authorizes and directs the Trustee under the provisions of this Agreement to file the Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Mississippi State Tax Commission or other state agency, department or commission, thereby directing the Mississippi State Tax Commission or other state agency, department or commission to pay any Tax Monies directly to the Trustee, on behalf of the Bank, to satisfy any Delinquent Payment, all as permitted under the Act. In any event, if the County fails to make timely payments under the Loan Agreement and the Participant Note issued thereunder, as provided in Sections 5.01 and 5.02 of the Loan Agreement, the Trustee is hereby further directed to file this Agreement with the Mississippi State Tax Commission and take further action to recover Tax Monies under the Loan Agreement.

3. The Trustee shall apply Tax Monies paid hereunder in the same manner as Loan Repayments paid under the Loan Agreement.

4. The term Tax Monies as defined herein shall exclude any monies held by the Mississippi State Tax Commission or any other state agency, department or commission created pursuant to State law to the extent amounts are to be paid to the County for the benefit of a separate school district or any other political subdivision other than the County.

5. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute one and the same instrument. The Bank and the County each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

6. No waiver of either the Bank or the County of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

7. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the County relating to the subject matter hereof and constitutes the entire Agreement between the Bank and the County in respect hereof.

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

IN WITNESSETH WHEREOF, we have hereunto set our hands as of the date first above written.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

By: _____
Secretary

HARRISON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

By: _____
Clerk, Board of Supervisors

ACCEPTED BY:

HANCOCK BANK
as Trustee

By: _____
Vice President & Trust Officer

JACKSON 693065v1

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

EXHIBIT C
FORM OF THE REQUEST FOR ADVANCE

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

REQUEST FOR ADVANCE

The undersigned, the duly authorized President, Board of Supervisors and Clerk, Board of Supervisors of Harrison County, Mississippi (the "Borrower"), submit this Request for Advance on behalf of the Borrower for _____ Dollars (\$ _____) pursuant to Section 3.02 of that certain Loan Agreement by and between the Mississippi Development Bank (the "Issuer") and the Borrower dated as of _____, 2003 (the "Loan Agreement") and relating to the Issuer's 2001 Capital Projects and Equipment Acquisition Program (the "Program"). The Trustee shall disburse the amount requested herein for the following purpose: financing certain capital projects which shall consist of _____ (the "Project"). The amount of this advance will be \$ _____ and the term for repayment of amounts advanced hereunder shall not exceed _____ () years. The Project constitutes, for federal income tax purposes, the following:

Cost of other property: _____

The name, address and employer identification number of the Initial Principal User (the "Initial Principal User") of the Project is as follows:

Harrison County, Mississippi
 1801 23rd Avenue
 Gulfport, Mississippi 39502
 Employer I.D. No. 64-6000425

Attached hereto as composite **EXHIBIT A** are certain documents which, among other things, verify that the amount requested herein does not exceed the Cost (as defined in the Loan Agreement) paid or incurred by the Borrower for such Project prior to the disbursement of the funds requested herein and, when disbursed, the total amount disbursed to such Borrower pursuant to Section 3.02 of the Loan Agreement does not exceed the Borrower's Loan amount set forth in Section 3.01 of the Loan Agreement unless a writing has been attached hereto signed by the Administrator and the Bond Insurer stating that the Borrower is eligible for such amount.

The undersigned, on behalf of the Borrower, hereby certify that:

1. The Project (as described herein and in **EXHIBIT A**), or a portion thereof, has been purchased, constructed or installed by the Borrower and payment therefore is due and owing or has been previously paid by Borrower and the disbursement of the funds herein requested has been approved by the Borrower at its meeting on _____, 200_, a copy of such approval being attached hereto as **EXHIBIT B**.

2. To the extent amounts, if any, requested herein are being used to reimburse the Borrower for Equipment previously purchased, such Equipment was purchased by the Borrower no earlier than _____, 2001, and evidence of the purchase thereof is contained in **EXHIBIT A** attached hereto.

3. The use of proceeds of the first advance shall be for capital projects, including financing _____.

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

4. The Borrower is a political subdivision validly existing and in good standing under the laws of the State of Mississippi, with full power and authority to own its properties and conduct its business as presently owned and conducted, is qualified to do business in the State of Mississippi and, to the best of our knowledge, after due inquiry, is not in violation of any laws material to the transactions contemplated by the Loan Agreement, this Request for Advance, or any provisions of law material to the transactions contemplated by the Loan Agreement and this Request for Advance, and has all requisite corporate power and authority to execute and deliver this Request for Advance.

5. The Borrower has obtained all necessary permits, licenses and certifications to continue the conduct of its business and to undertake the actions which will be financed from the funds to be disbursed hereunder.

6. The Loan Agreement and the Note (as defined in the Loan Agreement) are in full force and effect and continue to be valid, enforceable and legally binding obligations of the Borrower, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and the Borrower has received all consents, approvals and authorizations of governmental authorities or agencies required for incurring the debt represented by such documents, including amounts which will become outstanding pursuant to this Request for Advance, and/or the continued performance of such documents.

7. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or, to the best knowledge of the undersigned after due inquiry, threatened by governmental authorities to which the Borrower is a party or of which any property of the Borrower is subject which, if determined adversely to the Borrower, individually or in aggregate (i) affect the validity or enforceability of the Loan Agreement or the Note (as defined in the Loan Agreement) or (ii) otherwise materially and adversely affect the ability of the Borrower to comply with its obligations under the Loan Agreement or the Note (as defined in the Loan Agreement).

8. The representations and warranties of the Borrower set forth in the Loan Agreement are true and correct on the date hereof, and the Borrower is in compliance with all terms, covenants and conditions of the Loan Agreement on the date hereof.

9. The Borrower does not plan to use, or permit the use of, the Project except as permitted by the Loan Agreement.

[remainder of page intentionally left blank]

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed the corporate seal of the Borrower, duly attested this ____ day of _____, 2003.

HARRISON COUNTY, MISSISSIPPI

By: _____
Title: President, Board of Supervisors

ATTEST:

By: _____
Title: Clerk, Board of Supervisors

JACKSON 698412v1

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

Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER APPROVING TRAVEL, AS LISTED

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

a) Any Supervisor, County Administrator or Department Head, Linda Rouse and Ivy Lacy of Civil Defense and Don Williams, Road Department to attend the 25th annual Hurricane Conference in New Orleans, LA, April 14-18, 2003 at a cost of \$955.00 per person.

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 6th day of January 2003.

* * *

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

Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF AND SPREADING UPON THE
 MINUTES THE LEGAL NOTICE FOR OPEN PUBLIC HEARING
 94-1145-00-001-10; 10121201000 CONNECTOR BETWEEN THE PORT
 OF GULFPORT AND CANAL ROAD/I-10 INTERCHANGE HARRISON
 COUNTY SLATED FOR JANUARY 16, 2003 AS TRANSMITTED BY THE
 MISSISSIPPI DEPARTMENT OF TRANSPORTATION

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
 MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT AND SPREAD
 UPON THE MINUTES the legal notice for open public hearing 94-1145-00-001-10;
 10121201000 connector between the port of Gulfport and Canal Road/I-10 interchange
 Harrison County slated for January 16, 2003 as transmitted by the Mississippi Department
 of Transportation, same being as follows:

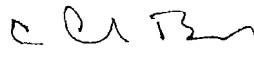
LEGAL NOTICE FOR OPEN PUBLIC HEARING
 94-1145-00-001-10; 101212 01000
 CONNECTOR BETWEEN PORT OF GULFPORT AND CANAL ROAD/I-10
 INTERCHANGE
 HARRISON COUNTY

The Mississippi Department of Transportation (MDOT) has scheduled an open forum
 public hearing to discuss a proposed connector road between the Port of Gulfport and
 Canal Road with to the interchange at Interstate 10 in Harrison County. The hearing will
 be held Thursday, January 16, 2003 from 4:00 to 7:00 p.m. at the Isaiah Fredricks
 Community Center, 3312 Martin Luther King Drive, Gulfport, MS.

Citizens are invited to come and go as they please during the hours of the hearing to view
 the department's alternatives and to speak to MDOT representatives concerning design,
 right-of-way acquisition, and environmental issues. Although there will be no provisions
 made for formal presentations by individuals or groups, citizens are encouraged to make
 written and/or taped comments that will become part of the hearing's permanent record.

The Supplement Environmental Assessment document with will be available for public
 inspection at the Mississippi Department of Transportation Administrative Office
 Building, Environmental/Location Division, 401 Northwest Street, Jackson, MS; the
 MDOT Sixth District Office, Hattiesburg, MS; MDOT Sixth District Project Office,
 Lyman, MS; the Harrison County Board of Supervisors, Biloxi, MS; the Mayor's Office,
 Gulfport, MS;; The Harrison County Chancery Clerk's Office, Biloxi, MS; the Gulfport
 Public Library, Gulfport, MS; and the Federal Highway Administration, 666 North
 Street, Suite 105, Jackson, MS

Any individual who needs auxiliary aids or special accommodations to attend the hearing
 should call the MDOT Environmental Division at (601) 359-7920.



E. Claiborne Barnwell
 Environmental Division Engineer
 Miss. Dept. of Transportation

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

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

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

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

THIS the 6th day of January 2003.

* * *

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

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

**ORDER APPROVING PAVING THE PARKING LOT AT THE 506-1
HOWARD CREEK VOTING PRECINCT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE paving the parking lot at the 506-1
Howard Creek Voting Precinct.

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 6th day of January 2003.

* * *

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

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

**ORDER REQUESTING CLERK OF THE BOARD TO SEND A COPY OF A
 RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS
 REGARDING THE CRISIS CREATED BY THE VACANCIES IN SOCIAL
 WORKER POSITIONS AT THE HARRISON COUNTY DEPARTMENT OF
 HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES
 TO THE GOVERNOR, LIEUTENANT GOVERNOR AND THE COASTAL
 DELEGATION**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REQUEST the Clerk of the Board to send a copy of a Resolution adopted by the Board of Supervisors regarding the crisis created by the vacancies in social worker positions at the Harrison County Department of Human Services, Division of Family and Children Services to the Governor, Lieutenant Governor and the coastal delegation.

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 6th day of January 2003.

* * *

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

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

**ORDER APPROVING PUBLICATION OF PUBLIC NOTICE OF HEARING
TO FINALIZE THE CUEVAS FIRE PROTECTION DISTRICT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does **HEREBY APPROVE** publication of public notice of
hearing to finalize the Cuevas Fire Protection District. The Board Attorney is to prepare the
public notice.

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 6th day of January 2003.

* * *

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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WHEREAS, the County has no objection to the request of the city of Biloxi under date of December 18, 2002 to use part of the "Clay Pointe Park" for economic development in order to locate a new water tower on the site for the benefit of the residents of on the east end of the Biloxi peninsula, Supervisor **WILLIAM W. MARTIN** moved the following:

ORDER DIRECTING THE BOARD ATTORNEY TO NOTIFY THE CITY OF BILOXI THAT THE COUNTY HAS NO OBJECTION TO THE USE OF PART OF THE "CLAY POINTE PARK" FOR ECONOMIC DEVELOPMENT IN ORDER TO LOCATE A NEW WATER TOWER FOR THE BENEFIT OF RESIDENTS ON EAST END OF BILOXI PENINSULA

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DIRECT the Board Attorney to notify the city of Biloxi that the County has no objection to the use of part of the "Clay Pointe Park" for economic development in order to locate a new water tower for the benefit of residents on east end of Biloxi peninsula.

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 6th day of January 2003.

* * *

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

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

**ORDER AUTHORIZING THE BOARD ATTORNEY TO FILE THE 2000
HARRISON COUNTY REDISTRICTING PLAN WITH THE JUSTICE
DEPARTMENT FOR THEIR APPROVAL AND ADVERTISEMENT OF
NOTICE TO THE PUBLIC OF SUCH FILING**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Board Attorney to file the
2000 Harrison County redistricting plan with the Justice Department for their approval and
advertisement of notice to the public of such filing.

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 6th day of January 2003.

* * *

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

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

**ORDER AUTHORIZING ANY SUPERVISOR, COUNTY ADMINISTRATOR
 TO ATTEND THE 2ND ANNUAL NEW PARTNERS FOR SMART
 GROWTH: BUILDING SAFE, HEALTHY AND LIVABLE COMMUNITIES
 MEETING JANUARY 30 - FEBRUARY 1, 2003 IN NEW ORLEANS, LA AT
 AN ESTIMATED COST OF \$295.00 PER PERSON**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE any Supervisor, County Administrator to attend the 2nd annual new partners for smart growth: building safe, healthy and livable communities meeting January 30 - February 1, 2003 in New Orleans, LA at an estimated cost of \$295.00 per person.

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 6th day of January 2003.

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

Supervisor **LARRY BENEFIELD** moved, and Supervisor **BOBBY ELEUTERIUS** seconded the following:

ENTER Closed Session to discuss whether or not to enter Executive Session to discuss:

- a) Industrial Development Project
- b) *Triton vs. Harrison County* (tax matter)
- c) *Saliba vs. Harrison County*
- d) *Dyer vs. Harrison County*

There was a unanimous vote by the Board to enter Closed Session.

ALL ORDERED AND DONE this the 6th day of January 2003.

* * *

Supervisor **LARRY BENEFIELD** moved, and Supervisor **BOBBY ELEUTERIUS** seconded the following:

ENTER Executive Session.

There was a unanimous vote by the Board to enter Executive Session.

ALL ORDERED AND DONE this the 6th day of January 2003.

* * *

Supervisor **LARRY BENEFIELD** moved, and Supervisor **BOBBY ELEUTERIUS** seconded the following:

RECONVENE from Executive Session.

There was a unanimous vote by the Board to reconvene from Executive Session.

The Board Attorney reported that the Board received an up-date on the above listed matters. No action was taken.

ALL ORDERED AND DONE this the 6th day of January 2003.

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

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

**ORDER TABLING THE REQUEST OF THE BILOXI PORT COMMISSION
FOR FUNDING IN THE AMOUNT OF \$400,000.00 UNTIL RESULTS OF
THE AUDIT REPORT ARE AVAILABLE FOR REVIEW**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY TABLE the request of the Biloxi Port Commission for funding in the amount of \$400,000.00 until results of the audit report are available for review.

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 6th day of January 2003.

* * *

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

The following items came on for discussion by the Board:


- a) Supervisor Benefield requested that the recurring cost of employing part-time personnel in the Tax Assessor's office during tax exemption renewal time be included and earmarked as such in the proposed annual budget request.
- b) The Chancery Clerk stated that the new imaging system would reduce the cost for restoring and preserving records every year.
- c) The Board inquired about completion date for the jail support services complex. Major Brisolera stated that it should be completed by June 2003.
- d) The County Administrator will provide budget amendments for the first quarter of the fiscal by the next scheduled meeting.
- e) The Board Attorney reported that the proceed from the sale of the Mosquito Control Commission's property will be placed in an escrow account until the share of proceeds to the three counties has been determined.
- f) The Civil Defense Director stated that the Harrison County School administration building has been chosen as an alternate site for the EOC in case of emergency if the primary site, the courthouse, could not be used if evacuated.
- g) The Board asked if the new digital maps could be placed on disk for use by the public. Jeff Cooke stated that the technology is available to do so.
- h) Dr. Steve Holley will provide the Board with a report on savings realized by the Board through the Mississippi Development Bank within 30 days.
- i) Supervisor Martin reminded the Sheriff's representative that additional items to the regular agenda need to be brought up with addendum.
- j) Supervisor Benefield thanked Supervisor Ladner for providing a place of service for a displaced church during the weekend.
- k) Supervisor Benefield notified the Board and Mr. Magee that Mr. Virgil Gillespie would be meeting with Ms. Pauline Martin to try to resolve legally egress and ingress to his property. Unfortunately this will require a certain amount of time to accomplish this.
- l) Supervisor Martin remarked that although the County has reduced millage the new rate still brings in the same amount to the agencies as before.

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

ORDERED that the Board RECESS IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY,
MISSISSIPPI until January 27, 2003.

THIS the 6th day of January 2003.


MARLIN R. LADNER, PRESIDENT