Hancock County Board of Supervisors

Regular Meeting Minutes

June 20, 2022 at 9:00 a.m.

Board Meeting Room

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

The record reflects Interim County Administrator, Jimmie Ladner, County Attorney, Gary Yarborough, Hancock County Sheriff, Ricky Adam, Circuit Clerk, Kendra Necaise, County Engineer, Geoff Clemens, Road Manager, Vic Johnson, Grant Administrator, April Shiyou, and Deputy Clerk, Valerie Fitts were all present in the Board Room.

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	
Greg Shaw	District 2	Present	
Kodie Koenenn	District 3	Present	
Scotty Adam	District 4	Present	
Darrin Bo Ladner	District 5	Present	

3. Amendments to the Agenda

6.H.2. - Parks & Recreation -Motion to approve hiring Tristan Guthrie as a seasonal worker at a rate of pay of $10.50 per hour, pending physical and drug screen, effective June 20, 2022.

6.H.3. - Parks & Recreation - Motion to approve moving Natlie Tribble from part time to seasonal at her same rate of pay ($10.50), effective June 20, 2022. This may eventually require a small budget amendment.

6.H.4. - Parks & Recreation - Motion to approve removing Peggy Bennett from McLeod Park payroll, effective June 17, 2022. With regret.

7.I.6. - Grant Administrator - Motion to authorize Board President to sign and spread on the Minutes the quarterly report to be submitted to Department of Finance and Administration for the Arena Fairgrounds Improvement Project.

A. **Motion to:** Motion to accept the agenda.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m. on Tuesday, July 5, 2022.

B. Biweekly payroll for ending date June 4, 2022 with check date June 10, 2022 totaled 772,354.99.

C. The Board of Supervisors will hold a Public Hearing this afternoon, at the Board of Supervisors Meeting Room at 1:30 p.m., regarding the abandonment of Rhonda Lane.

D. The Board of Supervisors will hold a Public Hearing this afternoon, at the Board of Supervisors Meeting Room at 2:00 p.m., regarding Hancock County Redistricting.

To submit documentation after record open until next Monday at 5:00 p.m.

E. The Board of Supervisors will hold a Public Hearing on Thursday, June 30, 2022 at 11:00 a.m., at the Board of Supervisors Meeting Room, regarding Hurricane Katrina Supplemental Community Block Grant funds.

F. Jeff Edge, CEO of Ochsner Medical Center informed the Board that masks are no longer required in most of their facilities.

5. External Business Agenda

A. Port & Harbor Commission

1. Motion to approve the Hancock County Port and Harbor Commission's Docket of Claims 6-13-22 Resolution #20220613-01.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the Hancock County Port & Harbor Commission's Resolution #20220613-02, adopting HCPHC FY2022 Budget Amendment #5.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the Hancock County Port & Harbor Commission's Resolution #20220613-03, adopting HCPHC FY2022 Budget Amendment #6.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve Hancock County Port & Harbor Commission's Resolution #20220613-05, approving Certificate of Substantial Completion for Project FAA2101 Runway And Airfield Lighting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve Hancock County Port & Harbor Commission's Resolution #20220613-06, approving Certificate of Substantial Completion for Project FAA2102 North Apron Phase 1 and change order #1 with Garver.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to accept Hancock County Port & Harbor Commission's Resolution #20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II, LLC.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to accept Hancock County Port & Harbor Commission's Resolution #20220613-08, accepting and spreading on the Minutes, the Lease of T-Hangar Spaces Nos. 9,13,15 located at Stennis International Airport.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to accept Hancock County Port and Harbor Commission's Resolution #20220613-07, authorizing Execution Of 2 Lease Agreements - One Year Extension with United States Coast Guard.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

B. GRPC - Jeff Loftus

1. Motion to approve and authorize Board President to sign Payment Request 2 for FY22 Clermont Harbor Expansion.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign Payment Request 4 for FY21 Bayou Caddy Expansion and Upgrade.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and authorize Board President to sign Payment Request 10 for FY20 McLeod Park RV Park Expansion and Pier Construction.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Discussion and input from the Board regarding the FY2024 Tidelands Applications submittal.

RESULT: **NO ACTION TAKEN**

C. Micah Tinkler - Blue Water Project

1. Presentation from Micah Tinkler regarding the Blue Water Project.
   The record reflects Micah Tinkler presented the Board with the Blue Water Project. Troy Henry, Henry Consulting, New Orleans and Edward Smoot with Smoot Consulting and Construction, LLC were both present in the Board Room.

RESULT: **NO ACTION TAKEN**

D. Chris Anderson - Misfits Off Road & RV Park

1. Presentation/Discussion from Chris Anderson with Misfits Off Road & RV Park regarding the new Hancock County Noise Ordinance.
   The record reflects Chris Anderson spoke to the Board regarding the new noise ordinance. Mr. Anderson requested the need for decibels and time to be clarified in the Noise Ordinance. The record also reflects Kelly Walker a neighbor to the RV Park spoke to the Board regarding the amount of noise coming from the Park.

   County Attorney clarified the record that the area of the Misfits Off Road and RV Park is zoned agricultural and motor vehicles are prohibited within 100 feet of property lines, the area is only zoned for a RV Park.

RESULT: **NO ACTION TAKEN**

6. Departmental Agendas

A. Emergency Management Agency

1. Motion to approve the appointment of Mr. Brandon Hoda to the Leetown Fire District Board of Commissioners.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. E-911/Dispatch

1. Motion approve hiring Caylee Shaw and Harmony Foster as a full time dispatchers at the rate of pay of 11.50 per hour, effective June 20, 2022, pending successful completion of a physical and drug screen and a 90 day probationary period.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion approve moving Karmen Necaise from full time Dispatch Supervisor to part time dispatcher at the rate of pay of $11.50 per hour, effective July 2, 2022.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to amend Motion ID #10877 from the June 6, 2022 meeting to add dispatchers Dana Kluczkowski and Caylee Shaw to attend the Mandatory 16 hour course in Ridgeland on July 11-12, 2022, with meal reimbursement.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to amend motion ID #10878 from the June 6, 2022 meeting to add dispatchers Dana Kluczkowski and Caylee Shaw to attend the NECI 40-Hour Basic Communications Course at Hancock County EOC on July 25-29, 2022. The cost is $395.00 per person. The total cost is now $3,555.00. plus overtime if deemed necessary. All expenses will be reimbursed by the state.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

C. Animal Shelter

D. Justice Court

E. IT Department

F. Purchasing

1. Motion to approve and accept the low and alternate for the annual six-month term bids that were opened at the June 6, 2022 meeting. Bid tabulations attached.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Greg Shaw, District 2
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and spread on the Minutes, the Credit Card Report for June 20, 2022. This report reflects all credit card charges that are presently on the docket today for payment.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Kodie Koenenn, District 3
   SECONDER: Darrin Bo Ladner, District 5
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the quote from DakTech in the amount of $18,980 for the purchase of 20 desktop computers, and spread quote on the Minutes. These are on the Mississippi State EPL #3760.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Scotty Adam, District 4
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the purchase of a Caterpillar B6 Hammer from Puckett Rents in the amount of $8,262.81 on MS State Contract No. 8200057236, effective dates May 20, 2021 - May 19, 2023. This will be paid for out of Road & Bridge Gaming.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve issuing a Purchase Order to Morreale Construction LLC, in the amount of $11,800.00 to demo the previous Youth Court building and spread both quotes on the Minutes. Upon approval, give the Comptroller authority to make any necessary budget amendments after determining what account the monies will be paid from.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

G. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on June 2, 2022.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Scotty Adam, District 4
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Discussion regarding FEMA Flood Mitigation Assistance Swift Current Program.

RESULT: **NO ACTION TAKEN**

H. Parks & Recreation

1. Discussion about timers for lights at ball fields

RESULT: **NO ACTION TAKEN**

2. Motion to approve hiring Tristan Guthrie as a seasonal worker at a rate of pay of $10.50 per hour, pending physical and drug screen, effective June 20, 2022.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve moving Natlie Tribble from part time to seasonal at her same rate of pay ($10.50), effective June 20, 2022. This may eventually require a small budget amendment.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve removing Peggy Bennett from McLeod Park payroll, effective June 17, 2022. With regret.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

I. Inventory Clerk

1. Motion to approve the purchase of an undercover tag in the amount of $16.00 for a 2022 Ford F150 for the Sheriff's Department, Vin No.1FTFW1E55NFA93637.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. Comptroller

1. Motion to approve the docket of claims for June 20, 2022 in the amount of $290,957.84.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize payment to poll workers in the amount of $24,192.00 for the primary election held on June 7, 2022.

The record reflects a full recusal and exit from the room from Supervisor Shaw from the discussion and vote on this matter.

RESULT:	**APPROVED AS AMENDED [4 TO 0]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Theresa Ryan, Kodie Koenenn, Scotty Adam, Darrin Bo Ladner
RECUSED:	Greg Shaw

K. Board Secretary

The record reflects Supervisor Shaw returned to the room to participate in the remaining of the meeting.

1. Motion to approve Regular Meeting Minutes of Monday June 6th, 2022
   The record reflects items 1 and 2 were voted on in one consent block.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve Public Hearing Minutes of Monday June 6th, 2022

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to spread on the Minutes, the following Personnel Changes: a. Remove the following from payroll: • Joseph Gendreau, effective June 07, 2022; • Branson Cuevas, effective June 20, 2022.
   The record reflects Items 7.A.1.a. Joseph Gendreau and Branson Cuevas were voted on in Motion 10970. Item 7.A.2. Benjamin Taylor was voted on in Motion 11020. Item 7.A.3. b and c were voted on in Motion 11021.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the following Personnel Changes: a. Remove the following from payroll: • Benjamin Taylor, effective June 10, 2022.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on the Minutes, the following Personnel Changes: b. Add Kristy Biddle to payroll as Part Time Registered Nurse at a rate of pay of $26.40 per hour, effective June 20, 2022. c. Adjust James Zugg's pay to Sergeant's pay at the rate of $18.50 per hour, effective June 19, 2022.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

B. Tax Assessor

1. Motion to approve the Data Systems Management, Inc. contract and have Board President sign.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, letter from Our Lady of the Gulf, dated June 1, 2022, to document the utilization of the Our Lady of the Gulf Church (OLG) parking lots and green space.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

C. Circuit Clerk

D. County Court

E. Youth Court / Family Treatment Court

F. Chancery Clerk

1. Motion to approve and authorize the Board President to sign a CDMS Software Support Agreement from Data Systems Management, Inc. for the Chancery Clerk's Office, in the amount of $194.00 monthly, for a one-year term beginning October 1, 2022 through September 30, 2023, and to spread the agreement on the Minutes.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the Chancery Clerk's May Land Redemption Settlement Check for $11,756.23 to the General Fund, and the Settlement Report.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

G. County Engineer

1. Motion to approve ROW request from Coast Electric Power Company to bore under Rail Road Crossing located at Lower Bay Road.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign Change Order No. 3 for Renourishment and Repairs to Hancock County Beach and Walking Path Repairs with an increase of an amount of $191,149.80, due to fuel increase associated with project. The record reflects an approval not to exceed $191,149.80 per line item under Mississippi Code 31-7-13 d., as commercially reasonable and necessary to the original scope of the project and funds to come out of the disaster line item fund.

   The record reflects an approval as amended and now reflected in the Motion body.

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

H. Road Manager

1. Motion to approve Bean Excavating' s Bid of $110.00 per ton to load and haul Scrap Metal from Road Department North & South locations and spread both bids on the Minutes.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the hiring of Landon Salles in Road Department north location as a Class lll Laborer at a rate of pay of $11.00 per hour, effective upon successful completion of physical and drug test.

The record reflects Items 1-4 were voted on in one consent block.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve hiring of Zachary Necaise in Road Department North location as a Class lll Laborer at a rate of pay of $11.00 per hour, effective upon successful completion of physical and drug test.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to remove Robert Blackwell from payroll in the Sand Beach/Seawall department, effective June 13, 2022 due to termination.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve the purchase of Steel pile for 3 bridge repairs, low quote being $99,168.00 from Nucor Skyline Steel LLC. This will be paid for with Use Tax Moderation funds, and spread both quotes on the Minutes.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve SMPDD Professional Services Agreement for Road Network Maintenance and Improvements Plan and authorize Board President to sign if approved, and authorize budget amendment from Road Department.

The record reflects the Discussion on this matter resulted in an approval as now reflected in the Motion body.

RESULT: **APPROVED AS AMENDED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

7. Discussion regarding replacing a broken window in a 2006 Honda Ridgeline belonging to Rebecca Horvath at 25918 Pinecrest Drive in Deer Park. Window was broken by Road Department cutting grass on shoulder of road. Low quote being $210.00 from Graham's Auto Glass LLC.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

8. Discussion regarding a request from Stacey Dronet asking the county to repair rock chips in windshield

RESULT: **NO ACTION TAKEN**

I. Grant Administrator

1. Motion to authorize the Board President and Chancery Clerk to sign and spread on the Minutes, the Urgent Needs Resolution, Application Preparation and Submittal Resolution, Application Signature page, & No Duplication of Federal Funds letter for the KCDBG projects Aircraft Packaging Hangar and Taxilane Sierra.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the FEMA Disaster Recovery Project Worksheet #131 for Beach Sand Loss caused by Hurricane Ida (DR 4626) obligation in the amount of $2,049,611.00.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on the Minutes, the FEMA Disaster Recovery Project Worksheet #170 for Management Costs as a result of Hurricane Ida (DR 4626) obligation in the amount of $137,964.14.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to spread on the Minutes, the attached FEMA Disaster Recovery time extension granted for project worksheets 150, 236, 267, 302 and 451 for Hurricane Zeta.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Kodie Koenenn, District 3
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve submitting an application to the Gulf Coast Restoration Fund for the Fairgrounds Improvement Project in the amount of $3,000,000.00.

RESULT: **APPROVED AS AMENDED [UNANIMOUS]**
MOVER: Kodie Koenenn, District 3
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to authorize Board President to sign and spread on the Minutes the quarterly report to be submitted to Department of Finance and Administration for the Arena Fairgrounds Improvement Project.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

J. County Administrator

1. Motion to amend Motion #10800 from the May 16, 2022 Meeting. Senate Bill 2917 should have been Senate Bill 2719.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and spread on the Minutes, Dedication of Land for Private Cemetery requested by Kimberly West Meyers off of Wendall Ladner Road.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the proposal from Victor Disease Control International (VDCI) for mosquito control, with the addition of a 1 year term option with renewals, effective July 1, 2022.

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the appointment of Jimmie Ladner, Jr., to complete the remainder of Mark Henderson's unexpired term of the Regional Tourism Commission.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve the Resolution for the Mississippi Secretary of State to transfer the attached parcels owned by the State to Hancock County to assist with the drainage project in Bayside Park.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve April Shiyou's pay to be increased to $20.94 per hour, effective May 30, 2022. She will be replacing Maureen Anderson as Grant Manager.

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to approve the contract for Data Systems Management E-911 and have Board President sign the contract.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to authorize use of the Seawall area south of Our Lady of the Gulf Church at 228 South Beach Boulevard for the Bay St. Louis Sprint Triathlon, held on Saturday, July 16, 2022 beginning at 7:00 a.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Motion to spread on the Minutes, Public Hearing Notice regarding Katrina Supplemental Community Development Block Grant, Community Revitalization Projects, to be held in the Board of Supervisors Meeting Room, 854 Highway 90, Bay St. Louis, MS, 39520 on June 30 2022 at 11:00 a.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

10. Motion to spread on the Minutes, the fully executed contract with Jack Ferrill's Heavy Equipment and Notice to Proceed regarding the Leetown Road Drainage Project at Highway 43.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

11. Motion to spread on the Minutes, American Medical Response's Monthly Response Time Report for May 2022.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

12. Motion to discuss and approve the Hancock County Utility Authority Solar Project.

The record reflects acting county administrator will provide the Board with the proposal for review at the July 5, 2022 meeting.

RESULT: NO ACTION TAKEN

K. County Attorney

8. Supervisors Items

A. District 1

B. District 2

C. District 3

D. District 4

E. District 5

9. Public Comments

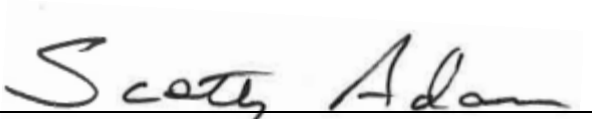
10. Executive Session

11. Adjourn/Recess

1. **Motion to:** Motion to recess the meeting at 11:47:09 AM until 1:30 PM.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the June 20, 2022 have been read and approved.



Supervisor Scotty Adam, President

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 13, 2022
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20220613-01
	HCPHC DOCKET OF CLAIMS JUNE 13, 2022

ATTACHED:
17-JUNE 13, 2022

Attachment: Resolution# 20220613-01 HCPHC June 13, 2022 Docket of Claims (10968 : Approve HCPHC Docket of Claims 6-13-22)

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220613-01

Claims Docket

BE IT RESOLVED, that the June 13, 2022 claims dockets be and they are hereby approved for payment;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

PASSED and APPROVED this 13th day of June 2022.

RESULT:	**CARRIED AS AMENDED [UNANIMOUS]**
MOVER:	Paula Jordan, Vice President
SECONDER:	Michael Bennett, Secretary
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
17-JUNE 13, 2022

Attachment: Resolution# 20220613-01 HCPHC June 13, 2022 Docket of Claims (10968 : Approve HCPHC Docket of Claims 6-13-22)

HANCOCK COUNTY PORT & HARBOR COMMISSION
G O DOCKET
JUNE 13, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	AFLAC	AFLAC INSURANCE APR	$ 1,520.16
2	AGJ SYSTEMS & NETWORKS INC.	IT SUPPORT/E-MAIL/ANTI-SPAM/TWO-FACTOR	$ 3,420.00
3	AGJ SYSTEMS & NETWORKS INC.	HARDWARE	$ 129.99
4	BLUE CROSS BLUE SHIELD OF MISSISSIPPI	MEDICAL INSURANCE	$ 24,368.99
5	BXS INSURANCE	2022-2023 INSURANCE	$ 64,471.86
6	C SPIRE BUSINESS SOLUTIONS	MONTHLY UTILITIES	$ 1,258.94
7	CAROTHERS, JANEL	TRAVEL REIMBURSEMENT	$ 505.12
8	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 506.01
9	COMMUNITY COFFEE COMPANY, LLC	WATER SERVICES	$ 50.00
10	CREC	SYNCHRONIST SOFTWARE	$ 6,825.00
11	FEDEX	POSTAGE	$ 26.20
12	FIRST NATIONAL BANK OMAHA	MARKETING	$ 237.00
13	FUELMAN	SUPPLIES-FUEL	$ 73.78
14	INTERNAL REVENUE SERVICE	PAYROLL TAXES	$ 13,810.12
15	ISOLVED BENEFIT SERVICES	MEDICAL HRA PLAN	$ 490.00
16	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 50.00
17	M2 MEDIA CORP	AD-2022 HANCOCK CO TOURISM GUIDE	$ 1,000.00
18	MCMASTER-CARR SUPPLY CO	R&M-ADMIN BLDG THERMOSTAT GUARD BOX	$ 30.32
19	METLIFE INSURANCE	INSURANCE	$ 3,848.35
20	MS STATE TAX COMMISSION	MS STATE WITHHOLDING TAX	$ 4,947.00
21	PERS OF MISSISSIPPI	PERS	$ 28,156.88
22	PONDER, JACE	TRAVEL REIMBURSEMENT	$ 104.72
23	R J YOUNG COMPANY, LLC	COPIER RENTAL/USAGE	$ 407.67
24	RAILROAD CT-1 TAXES	PAYROLL TAXES	$ 7,467.44
25	RANKIN & ASSOC PAYROLL ACCOUNT	MONTHLY PAYROLL	$ 55,510.59
26	SHERWIN-WILLIAMS CO.	R&M-ADMIN BLDG EXTERIOR BRICK PAINT	$ 64.75
27	SOUTHSHORE BUILDING SERVICES, INC	SUPPLIES-CUSTODIAL	$ 213.65
28	TAW POWER SYSTEMS, INC	R&M-GENERATOR LOAD TEST/INSPECTION	$ 1,030.25
29	TERRAPIN CONSULTING, LLC	GP SUPPORT	$ 210.00
30	WALKER, MADELINE	TRAVEL REIMBURSEMENT	$ 32.76
31	WASTE MANAGEMENT, INC	DUMPSTER SERVICE	$ 147.22
		TOTAL GO DOCKET:	$ 220,914.77

Attachment: Resolution# 20220613-01 HCPHC June 13, 2022 Docket of Claims (10968 : Approve HCPHC Docket of Claims 6-13-22)

HANCOCK COUNTY PORT & HARBOR COMMISSION
RAILROAD DOCKET
JUNE 13, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	AIRTEK, INC	R&M-LOCOMOTIVE BRAKE SHOES	$ 1,241.56
2	BXS INSURANCE	2022-2023 INSURANCE	$ 141,857.16
3	C SPIRE WIRELESS	MONTHLY UTILITIES	$ 432.14
4	CANON FINANCIAL SERVICES, INC.	COPIER RENTAL/USAGE	$ 176.44
5	CAR PARTS CENTER / CAR QUEST, INC	R&M-GATOR STARTER	$ 147.37
6	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 383.69
7	L&W INDUSTRIES, LLC	SUPPLIES-SIGNAL CROSSING WELD METAL	$ 432.13
8	RAILCAR MANAGEMENT, LLC	CAR HIRE, MARCH	$ 1,366.36
9	RAILCAR MANAGEMENT, LLC	CAR HIRE ACCOUNTING, APRIL	$ 4,759.01
10	WAL-MART - CAPITAL ONE	SUPPLIES-OPERATING	$ 403.77
11	WARING OIL COMPANY, LLC	SUPPLIES-OIL	$ 2,989.88
12	WASTE MANAGEMENT, INC	DUMPSTER SERVICE	$ 78.00
		TOTAL OPERATING EXPENSE:	$ 154,267.51
		CAPITAL PROJECTS	
13	NEEL-SCHAFFER, INC.	RR2102, CROSSING IMPROVEMENTS RR2104, STORAGE YARD RR2204, DRAINAGE IMPROVEMENTS	$ 42,755.00
14	THE SUN HERALD	RR2204, DRAINAGE IMPROVEMENTS	$ 203.20
		TOTAL CAPITAL EXPENSE:	$ 42,958.20
		TOTAL RAILROAD DOCKET:	$ 197,225.71

Attachment: Resolution# 20220613-01 HCPHC June 13, 2022 Docket of Claims (10968 : Approve HCPHC Docket of Claims 6-13-22)

HANCOCK COUNTY PORT & HARBOR COMMISSION
INDUSTRIAL PARK DOCKET
JUNE 13, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	BXS INSURANCE	2022-2023 INSURANCE	$ 192,549.35
2	C SPIRE BUSINESS SOLUTIONS	MONTHLY UTILITIES	$ 1,038.74
3	CAR PARTS CENTER / CAR QUEST, INC	R&M-BACKHOE HYDRAULICS	$ 92.52
4	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 1,032.36
5	PERRY JOHNSON REGISTRARS, INC	ISO 9001 STAGE 2/VIRTUAL AUDIT/FEES	$ 1,917.95
6	R J YOUNG COMPANY, LLC	COPIER RENTAL/USAGE	$ 129.84
		TOTAL OPERATING EXPENSE:	$ 196,760.76
		CAPITAL PROJECTS	
7	COMPTON ENGINEERING, INC	PB1704, NEW DOCK SITE 4 PB2203, WAREHOUSE 1 ROOF REPAIR	$ 21,242.50
8	GILL'S CRANE & DOZER SERVICE, INC	PB1704, NEW DOCK SITE 4	$ 865,185.90
		TOTAL CAPITAL EXPENSE:	$ 886,428.40
		TOTAL PORT DOCKET:	$ 1,083,189.16

Attachment: Resolution# 20220613-01 HCPHC June 13, 2022 Docket of Claims (10968 : Approve HCPHC Docket of Claims 6-13-22)

HANCOCK COUNTY PORT & HARBOR COMMISSION
STENNIS INTERNATIONAL AIRPORT DOCKET
JUNE 13, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	ALL SAFE TECHNOLOGIES	PUMP HOUSE ACCESS CONTROL	$ 2,841.18
2	BXS INSURANCE	2022-2023 INSURANCE	$ 382,331.92
3	C SPIRE BUSINESS SOLUTIONS	MONTHLY UTILITIES	$ 1,268.22
4	CAR PARTS CENTER / CAR QUEST, INC	R&M-GENERATOR/GATOR	$ 445.81
5	CHARLESTON MANUFACTURING, LLC	R&M-AIRPORT/AIRPARK ROADSIDE SIGNS	$ 946.00
6	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 9,787.77
7	DL DIESEL LLC	R&M-FIRE TRUCK	$ 4,774.67
8	GRAINGER	SUPPLIES-OPERATING	$ 323.89
9	JAMIE'S MOBILE DETAILING, LLC	R&M-TERMINAL BLDG POWER WASH	$ 750.00
10	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 1,073.55
11	KUTCHINS & GROH, LLC	UPDATE STANDARDS/REGS & RATES/DBE	$ 10,155.00
12	R J YOUNG COMPANY, LLC	COPIER RENTAL/USAGE	$ 121.33
13	ROBINSON ELECTRIC PICAYUNE	SUPPLIES-OPERATING	$ 106.50
14	TAW POWER SYSTEMS, INC	R&M-GENERATOR LOAD TESTS/INSPECTIONS	$ 3,986.00
15	WAL-MART - CAPITAL ONE	SUPPLIES-OPERATING/CUSTODIAL/OFFICE	$ 134.36
16	WASTE MANAGEMENT, INC	DUMPSTER SERVICE	$ 680.00
		TOTAL OPERATING EXPENSE:	$ 419,726.20
		CAPITAL PROJECTS	
17	GARVER ENGINEERS, LLC	AP2203, MAIN APRON REHABILITATION	$ 3,225.00
18	NEEL-SCHAFFER, INC.	AP1805 MULTI-USER AIR STRIP	$ 85.35
		TOTAL CAPITAL EXPENSE:	$ 3,310.35
		TOTAL AIRPORT DOCKET:	$ 423,036.55

Attachment: Resolution# 20220613-01 HCPHC June 13, 2022 Docket of Claims (10968 : Approve HCPHC Docket of Claims 6-13-22)

HANCOCK COUNTY PORT & HARBOR COMMISSION
F A A DOCKET
JUNE 13, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	GARVER ENGINEERS, LLC	FAA2101, RUNWAY & AIRFIELD LIGHTING FAA2102, N APRON EXPANSION FAA2201, TAXILANE S OVERLAY FAA2202, N APRON EXPANSION PH II	$ 99,806.91
2	HUEY P. STOCKSTILL, LLC	FAA2102 N APRON EXPANSION	$ 315,116.72
3	KUTCHINS & GROH, LLC	FAA34-2020 AIRPORT LAYOUT PLAN UPDATE	$ 22,709.00
4	WEBSTER ELECTRIC CO., INC.	FAA2101, RUNWAY AIRFIELD LIGHTING	$ 325,713.98
		TOTAL FAA DOCKET:	$ 763,346.61

Attachment: Resolution# 20220613-01 HCPHC June 13, 2022 Docket of Claims (10968 : Approve HCPHC Docket of Claims 6-13-22)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 13, 2022
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20220613-02
	FY2022 BUDGET AMENDMENT #5 - OPERATING BUDGET - “OTHER SERVICES & CHARGES” AN INCREASE OF $5,020 FOR RETROACTIVE COMMISSION PAYMENT

ATTACHED:
Mod #5

Attachment: Resolution# 20220613-02 FY2022 Budget Amendment #5 - for retroactive commissioner payment - $5020.00 (10971 : Approve

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220613-02

FY2022 BUDGET AMENDMENT #5 - OPERATING BUDGET - "OTHER SERVICES & CHARGES" AN INCREASE OF $5,020 FOR RETROACTIVE COMMISSION PAYMENT

WHEREAS, by resolution 20210823-02 and amended by Resolutions 20211025-04, 202111122-03, 20200425-02, 20220509-01 and 20220509-02 the Commission passed its FYE2022 Budget and associated 2021 WIP – 2024 Capital Improvement Plan (CIP);

WHEREAS, since the approval and amendments of the FY2022 Budget and 2021 WIP-2024 CIP, additional needs have come to the attention of the Commission;

WHEREAS, at the May 23, 2022 regular meeting, Commissioner Casano moved and Commissioner Jordan seconded a motion to amend the FY2022 budget for an amount not to exceed $5,020 for payment made to Commissioner Martin for retroactive payments. The payments go back to January 2020 for his attendance at each Commission meeting and the mileage reimbursement thereto;

WHEREAS, the operating budget needed an increase to "Other Services & Charges" to accommodate the payment. The Comptroller reviewed the current budget balance and calculated future payments, the modification to the operating budget for "Other Services & Charges" is $5,020;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby spreads an increase to the operating budget of $5,020 as shown on budget Modification #5;

BE IT FURTHER RESOLVED, that the Hancock County Port and Harbor Commission hereby authorizes its President to execute such documents necessary to reflect said changes and authorizes its Comptroller to take such steps as are necessary to implement said changes;

ATTACHED:
Mod #5

Attachment: Resolution# 20220613-02 FY2022 Budget Amendment #5 - for retroactive commissioner payment - $5020.00 (10971 : Approve

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED [7 TO 0]**
MOVER:	Paula Jordan, Vice President
SECONDER:	David Holman, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Bennett, Necaise
ABSTAIN:	Robert Martin

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Mod #5

Attachment: Resolution# 20220613-02 FY2022 Budget Amendment #5 - for retroactive commissioner payment - $5020.00 (10971 : Approve

HANCOCK COUNTY PORT AND HARBOR COMMISSION
FYE 2022 BUDGET
CONSOLIDATED

	Total Budget	General Operating Budget	Railroad Budget	Industrial Park Budget	Airport Budget	FAA Budget
TOTAL RESOURCES IN						
Use of Money & Property	$7,460,560		$2,834,071	$1,946,948	$2,679,541	
Charges for Services	6,503,445		6,369,445	134,000		
Other Operating Revenue	428,185		11,758	57,472	358,955	
Non Operating Revenue	33,976	1,163	27,000	2,325	3,488	
Grant Revenues - Capital	29,985,483		2,521,420	6,501,239	13,428,145	7,534,679
Appropriations from Prior Year	5,975,526		5,975,526			
Transfers In	9,943,149	2,977,615		2,232,637	4,428,473	304,424
TOTAL RESOURCES IN	60,330,323	2,978,778	17,739,219	10,874,621	20,898,602	7,839,103
TOTAL RESOURCES OUT						
Operating Supplies & Materials	510,406	122,481	235,000	19,275	133,650	
Other Services & Charges	4,006,306	1,186,827	572,201	550,050	1,697,228	
Personnel Services	3,344,844	1,669,470	1,195,182	211,944	268,248	
Capital Projects	34,686,515		6,098,111	10,093,352	18,495,052	
Additions to Fixed Assets	7,839,103					7,839,103
Transfers Out	9,943,149		9,638,725		304,424	
TOTAL RESOURCES OUT	60,330,323	2,978,778	17,739,219	10,874,621	20,898,602	7,839,103

Attachment: Resolution# 20220613-02 FY2022 Budget Amendment #5 - for retroactive commissioner

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 13, 2022
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20220613-03
	FY2022 BUDGET MODIFICATION #6 - AN INCREASE TO THE CAPITAL BUDGET OF $316,615 (FAA2102 $78,445 AND PB1704 $238,170)

ATTACHED:
2022 CAPITAL SUMMARY budget mod #6
FYE2022 BUDGET CONSOLIDATED MOD #6
N Apron Expansion - Change Order #1 (002)

Attachment: Resolution# 20220613-03 FY2022 Budget Modification #6 - increase to the capital budget of $316,615 (FAA2102 $78,445 and PB1704

HANCOCK MISSISSIPPI PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220613-03

FY2022 BUDGET MODIFICATION #6 - AN INCREASE TO THE CAPITAL BUDGET OF $316,615 (FAA2102 $78,445 AND PB1704 $238,170)

WHEREAS, by Resolution 20210823-02 and amended by Resolutions 20211025-04, 202111122-03, 20200425-02, 20220509-01 and 20220509-02 the Commission passed its FYE2022 Budget and associated 2021 WIP – 2024 Capital Improvement Plan (CIP);

WHEREAS, since the approval and amendments of the FY2022 Budget and 2021 WIP-2024 CIP, additional needs have come to the attention of the Commission;

WHEREAS, Capital Project PB1704-Site 4 Transload received GOMESA funding but expenses incurred prior to award that are not eligible, therefore an additional $238,170 of cash balance is needed;

WHEREAS, Capital Project FAA2102- North Apron Expansion Phase 1 incurred costs for MPC taxes excluded from the Construction budget as shown on Change Order #1 attached, these were eligible FAA expenses but no FAA funds were available at this time, therefore an additional $78,445 of cash balance is needed;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby authorizes an increase to the Capital budget of $316,615 as shown on budget Modification #6;

BE IT FURTHER RESOLVED, that the Hancock County Port and Harbor Commission hereby authorizes its President to execute such documents necessary to reflect said changes and authorizes its Comptroller to take such steps as are necessary to implement said changes;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

ATTACHED:
2022 CAPITAL SUMMARY budget mod #6
FYE2022 BUDGET CONSOLIDATED MOD #6
N Apron Expansion - Change Order #1 (002)

Attachment: Resolution# 20220613-03 FY2022 Budget Modification #6 - increase to the capital budget of $316,615 (FAA2102 $78,445 and PB1704

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Michael Bennett, Secretary
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
2022 CAPITAL SUMMARY budget mod #6
FYE2022 BUDGET CONSOLIDATED MOD #6
N Apron Expansion - Change Order #1 (002)

Attachment: Resolution# 20220613-03 FY2022 Budget Modification #6 - increase to the capital budget of $316,615 (FAA2102 $78,445 and PB1704

HANCOCK COUNTY PORT & HARBOR COMMISSION
2021 WIP - 2024 CAPITAL IMPROVEMENT PLAN
SUMMARY - USE & SOURCE OF FUNDS
MODIFICATION #6

WORK IN PROGRESS

PROJECT NAME	FYE 2021	2022	2023	2024	TOTAL
Administration	$ -	$ -	$ -	$ -	$ -
Port Bienville Railroad	172,698	6,098,111	20,579,085	8,000,000	34,849,894
Port Bienville Industrial Park	2,872,564	10,093,351	5,694,000	736,000	19,395,915
Stennis International Airport	8,588,391	26,412,600	12,935,000	4,412,630	52,348,622
Total Uses of Funds	$ 11,633,654	$ 42,604,062	$39,208,085	$13,148,630	$106,594,431

WORK IN PROGRESS

SOURCE OF FUNDS	FYE 2021	2022	2023	2024	TOTAL
Federal Grants	$ 4,256,924	$ 18,686,166	$16,320,151	$ 7,136,000	$ 46,399,241
State Grants	485,203	11,061,147	766,450	-	12,312,800
Use of Cash Balance	6,866,526	12,856,750	22,371,484	6,012,630	48,107,390
Other - Grants	25,000	-	-	-	25,000
Total Sources of Funds	$ 11,633,654	$ 42,604,063	$39,458,085	$13,148,630	$106,844,432

	2022	2023
Audited Actual Cash & Cash Equivalents Balance FYE2020	**$ 21,025,103**	13,988,654
Projected Net Operating Income FYE 2021	6,367,892	
Projected Work In Process Use of Cash FYE 2021	(6,866,526)	
Projected Excess Sources over Uses after Capital FYE 2021	**(498,634)**	
Customer Deposits and Unearned Revenue 2020	**(393,225)**	(500,000)
Net Operating & Non-Operating Income Projected EOY 2022	**6,712,160**	6,712,160
Capital Use of Funds BUDGET 2021	**(12,856,750)**	(22,371,484)
Forecasted Ending Unrestricted Cash Balance	**$ 13,988,654**	**(2,170,670)**

Attachment: Resolution# 20220613-03 FY2022 Budget Modification #6 - increase to the capital budget of

PORT BIENVILLE INDUSTRIAL PARK
2021 WIP - 2024 CAPITAL IMPROVEMENT PLAN
MODIFICATION #3b

PROJECT #	PROJECT NAME	PURPOSE *	WIP through FYE 2021	2022	2023	2024	TOTAL
PB1704	Site 4 Transload	SI	2,786,959	5,993,046	-	-	8,780,005
PB2102	Public Dock Mooring	SI	36,405	$ 657,420	-	-	693,825
PB2103	Bridge to Thian	SA	16,000	10,000	-	-	26,000
PB2104	Deconstruct Lift Station	SI	-	929,000	-	-	929,000
PB2106	Warehouse 2 Drainage	LCM	33,200	20,000	-	-	53,200
PB2201	Property Prep	SI	-	550,000	-	-	550,000
PB2202	South Road Rehab	LCM	-	60,000	1,060,000		1,120,000
PB2203	Warehouse 1 Roof Repair	LCM	-	568,074	-		568,074
PB2204	MX Gator	LCM	-	20,000	-		20,000
PB2205	Signage	LCM	-	55,000	-		55,000
PB2206	Site 4 Phase 2	LCM	-	-	3,900,000		3,900,000
PB2207	Manufab Bldg Purchase	SI	-	1,230,811	-	-	1,230,811
PB2301	Mooring Dolphin & Storage	SI	-	-	550,000		550,000
PB2303	Security	SA	-		184,000	736,000	920,000
	Total Uses of Funds		$ 2,872,564	$ 10,093,351	$ 5,694,000	$ 736,000	$ 19,395,915

SOURCE OF FUNDS	2021	2022	2023	2024	TOTAL
Federal Grants	$ 2,000,000	$ 5,401,600	$ -	$ 736,000	$ 8,137,600
State Grants	56,041	861,469	734,000	-	1,651,510
Use of Cash Balance	816,523	3,830,283	5,210,000	-	9,856,806
Other	-	-	-	-	-
Total Sources of Funds	$ 2,872,564	$ 10,093,352	$ 5,944,000	$ 736,000	$ 19,645,916

**** PURPOSE CODE***

LCM *Life Cycle Maintenance*
SA *Safety*
SI *Strategic Investment*

MOD # 6

PB1704 *Add Use of Cash for Expenses prior to GOMESA Funding* 238,170

Attachment: Resolution# 20220613-03 FY2022 Budget Modification #6 - increase to the capital budget of

STENNIS INTERNATIONAL AIRPORT
2020 WIP - 2023 CAPITAL IMPROVEMENT PLAN
MODIFICATION #3b

PROJECT #	PROJECT NAME	PURPOSE *	WIP through FYE 2021	2022	2023	2024	TOTAL
FAA34-20	Airport Layout Plan	LCM	208,600	89,400	-	-	298,000
FAA2101	RUNWAY & AIRFIELD LIGHTING	2021	96,946	1,826,548		-	1,923,494
FAA2102	N. APRON EXPANSION	SI	209,394	2,905,835	-	-	3,115,230
FAA2201	Taxilane S Overlay	LCM	14,309	24,435			38,744
FAA2202	N. APRON EXPANSION PH. II	SI	-	3,074,080			3,074,080
FAA2301	Security & Fencing	SA	-	-	649,000	-	649,000
AP1701	RESTORE Hangar Phase II	SI	5,444,411	315,400			5,759,811
AP1803	Site Prep	SI	100,000	-	60,000	-	160,000
AP1805	Aero Strip	SI	296,820	10,120,990	-	-	10,417,810
AP1806/1	UAS Hngr & Apron	SI	1,685,608	74,958			1,760,566
AP1902	Spaceport	SI	263,149	220,000	403,000	4,412,630	5,298,779
AP2001	ATCT AC Replacement & Platfo	LCM	4,596	252,405	-	-	257,001
AP2004	Tech Park (Formerly site prep)	SI	201,000	12,000	-	-	213,000
AP2104	Fuel Tank Recoatings/ATCT AC F	LCM	-	135,000	-	-	135,000
AP2106	Packaging Hangar Purchase	SI	15,729	825,154	-	-	840,883
AP2107	Project Hangars	SI	20,976	1,783	-	-	22,759
AP2108	Runway Centerline Repair	LCM	781	157,550	-	-	158,331
AP2109	5 Bay GA Hangars	SI	15,907	110,887	-	-	126,794
AP2201	Single GA Hangar (MM)	SI	-	834,840	-	-	834,840
AP2202	Service Road Rehab	LCM	-	20,000	-	-	20,000
AP2203	Main Apron PER	LCM	-	75,000	-	-	75,000
AP2204	Fire Suppression	LCM	-	-	-	-	-
AP2205	JABLTCX	SI	10,164	5,086,336	-	-	5,096,500
AP2206	Drainage	LCM	-	250,000	-	-	250,000
AP2207	Coast Guard/Optech Facility	SI	-	-	11,507,000	-	11,507,000
AP2208	Packaging Hangar Improvemer	LCM	-	-			-
AP2209	Project Hangar Improvements	LCM	-	-			-
AP2210	Hutchinson Hangar Improveme	LCM	-	-			-
AP2211	1,500 ARFF Vehicle	SI	-	-			-
AP2212	Taxilane S Improvements	LCM	-	-			-
AP2213	Airport Road Improvements	LCM	-	-			-
AP2301	Sweeper	LCM	-	-	250,000	-	250,000
AP2302	ATCT Radios	LCM	-	-	66,000	-	66,000
	Total Uses of Funds		$ 8,588,391	$ 26,412,600	$ 12,935,000	$ 4,412,630	$ 52,348,622

	2021	2022	2023	2024	TOTAL
Federal Grants	$ 2,256,924	$ 11,539,566	$ 584,100		$ 14,380,590
State Grants	405,582	9,423,258	32,450		9,861,290
Use of Cash Balance	5,900,885	5,449,776	12,318,450	4,412,630	28,081,741
Other Grants	25,000		-	-	25,000
Total Sources of Funds	$ 8,588,391	$ 26,412,601	$ 12,935,000	$ 4,412,630	$ 52,348,622

**** PURPOSE CODE***
LCM *Life Cycle Maintenance*
SA *Safety*
SI *Strategic Investment*

MOD # 6
FAA2102 Adding Use of Cash For MPC Taxes **78,445**

Attachment: Resolution# 20220613-03 FY2022 Budget Modification #6 - increase to the capital budget of

HANCOCK COUNTY PORT AND HARBOR COMMISSION
FYE 2022 BUDGET
CONSOLIDATED

	Total Budget	General Operating Budget	Railroad Budget	Industrial Park Budget	Airport Budget	FAA Budget
TOTAL RESOURCES IN						
Use of Money & Property	$7,460,560		$2,834,071	$1,946,948	$2,679,541	
Charges for Services	6,503,445		6,369,445	134,000		
Other Operating Revenue	428,185		11,758	57,472	358,955	
Non Operating Revenue	33,976	1,163	27,000	2,325	3,488	
Grant Revenues - Capital	29,767,078		2,521,420	6,282,834	13,428,145	7,534,679
Appropriations from Prior Year	6,272,376		6,272,376			
Transfers In	10,318,445	2,977,615		2,451,042	4,506,918	382,869
TOTAL RESOURCES IN	60,784,064	2,978,778	18,036,070	10,874,621	20,977,047	7,917,548
TOTAL RESOURCES OUT						
Operating Supplies & Materials	510,406	122,481	235,000	19,275	133,650	
Other Services & Charges	4,006,306	1,186,827	572,201	550,050	1,697,228	
Personnel Services	3,344,844	1,669,470	1,195,182	211,944	268,248	
Capital Projects	34,686,515		6,098,111	10,093,352	18,495,052	
Additions to Fixed Assets	7,917,548					7,917,548
Transfers Out	10,318,445		9,935,575		382,869	
TOTAL RESOURCES OUT	60,784,064	2,978,778	18,036,070	10,874,621	20,977,047	7,917,548

Attachment: Resolution# 20220613-03 FY2022 Budget Modification #6 - increase to the capital budget of

808 Howard Avenue
Suite 201
Biloxi, MS 39530

www.GarverUSA.com

Construction Contract Change Order

Project: North Apron Expansion Stennis International Airport Garver Job No. 20A26020	**Change Order No.** 1 (SUMMARY) **Date Prepared:** May 20, 2022 **Prepared by:** JKO
Owner: Hancock County Port and Harbor Commission 14054 Fred & Al Key Road Kiln, Mississippi 39556	**Contractor:** Huey Stockstill, Inc. P.O. Box 758 Picayune, Mississippi 39466

Description of Work Included in Contract

Construction of up to 10,600 square yards of 13" Portland cement Concrete pavement, up to 10,600 square yards of 5" asphalt base course, up to 11,000 square yards of aggregate base, up to 650 linear feet of perimeter fence, and other associated earthwork, grading, and restoration.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

A. Remove Section 00 21 00, Article 21, Paragraph 21.01 in its entirety, and replace with the following:

00 21 00 INSTRUCTIONS TO BIDDERS – ARTICLE 21 – SALES AND USE TAXES

21.01 The Contractor shall include in their price all Mississippi state sales and use taxes required by applicable law.

B. Delete "Yes" from Item 1a of the Questions Submitted for Clarification in Addendum #2 and replace it with "No."

C. Revise Section C-105: MOBILIZATION as follows:

Add the following after Paragraph 105-5:

105-5.1 Contractor's Tax, when shown as a separate pay item, will be measured as a percentage of the contract amount earned, exclusive of dependent items.

Add the following after Paragraph 105-6:

Item C-105-6.2: Contractor's Tax (3.5%) - Allowance

D. Quantities modified to reflect those utilizied in the Field.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Estimated Unit Price	Original Estimated Cost	Revised Estimated Cost
C.	C-105-6.2	Contractor's Tax (3.5%) - Allowance	Allowance	0	$0.00	1	$91,379.33	$0.00	$91,379.33
D.	P-152-4.1a	Unclassified Excavation	CY	10,070	$14.00	9,833	$14.00	$140,980.00	$137,662.00
D.	P-152-4.1b	Borrow Excavation	CY	8,700	$16.50	8,564	$16.50	$143,550.00	$141,306.00
D.	P-152-4.2	Unsuitable Excavation	CY	500	$16.50	224	$16.50	$8,250.00	$3,696.00
D.	P-209-5.1	6" Crushed Aggregate Base Course	SY	8,850	$20.00	9,126	$20.00	$177,000.00	$182,520.00
D.	P-209-5.2	Separation Geotextile	SY	9,000	$3.50	8,734	$3.50	$31,500.00	$30,569.00
D.	P-403-8.1a	2.5" Asphalt Mixture Surface Course	SY	400	$44.00	292.3	$44.00	$17,600.00	$12,861.20
D.	P-403-8.1b	5" Asphalt Mixture Base Course	SY	8,350	$39.50	8,364.7	$39.50	$329,825.00	$330,405.65
D.	P-501-8.1a	13" Reinforced Concrete Pavement	SY	350	$200.00	362.3	$200.00	$70,000.00	$72,460.00
D.	P-501-8.1b	13" Non-Reinforced Concrete Pavement	SY	8,000	$143.00	7,974	$143.00	$1,144,000.00	$1,140,339.20
D.	F-162-5.1	Chain-Link Fence	LF	650	$37.00	600	$37.00	$24,050.00	$22,200.00
D.	F-162-5.3	Fence Removal	LF	700	$6.00	667	$6.00	$4,200.00	$4,002.00
							Summation of Cost	**$2,090,955.00**	**$2,169,400.38**
							Net Cost for this Change Order		**$78,445.38**

Estimated Project Cost	Estimated Project Cost
Original Contract Amount	**$2,623,772.00**
This Change Order	**$78,445.38**
New Contract Amount	**$2,702,217.38**

Time Change	
Original Contract Start Date	January 4, 2022
Original Contract Time (calendar days)	120
Additional Calendar Days granted by this Change Order	0
New Contract Time (calendar days)	120
Suspended Time	0
New Construction Completion Date	May 4, 2022

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE **Engineer: Garver**	Engineer's Signature	Project Manager Title	5/27/22 Date
ACCEPTED BY CONTRACTOR	Contractor's Signature	Title	Date
APPROVED BY OWNER	Owner's Signature	Title	Date

Attachment: Resolution# 20220613-03 FY2022 Budget Modification #6 - increase to the capital budget of $316,615 (FAA2102 $78,445 and PB1704

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 13, 2022
To:	Port & Harbor Commission
From:	Allison Hess,
Subject:	RESOLUTION# 20220613-05
	SPREADING ON THE MINUTES FAA 2101 RUNWAY AND AIRFIELD LIGHTING PROJECT'S CERTIFICATE OF SUBSTANTIAL COMPLETION.

ATTACHED:
20220602 - 21A26020 Certificate of Substantial Completion and Punchlist Executed

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220613-05

SPREADING ON THE MINUTES FAA 2101 RUNWAY AND AIRFIELD LIGHTING PROJECT'S CERTIFICATE OF SUBSTANTIAL COMPLETION.

WHEREAS, by Resolution# 20210712-03, the Hancock County Port & Harbor Commission authorized the award & execution of a contract with Webster Electric Co, LLC. for Project FAA2101 Runway & Airfield Lighting in the amount of $1,753,657.00 and thereafter spread upon the minutes of the Commission;

WHEREAS, the Commission wishes to spread on the minutes the Certificate of Substantial Completion for Project FAA2101 Runway & Airfield Lighting;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby spreads in the minutes the attached Certificate of Substantial Completion associated with Project FAA2101 Runway & Airfield Lighting;

RESULT:	**CARRIED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Robert Martin, Treasurer
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

ATTACHED:
20220602 - 21A26020 Certificate of Substantial Completion and Punchlist Executed

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

Michael Bennett,Secretary

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

ATTACHED:
20220602 - 21A26020 Certificate of Substantial Completion and Punchlist Executed

00 65 16 CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	**HANCOCK COUNTY PORT AND HARBOR COMMISSION**	Owner's Contract No.:	
Contractor:	**Webster Electric Co., Inc.**	Contractor's Project No.:	
Engineer:	**Garver**	Engineer's Project No.:	**21A26020**
Project:	**Airfield Lighting Rehabilitation**	HSA Project No.:	FAA37-2021

This Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Tuesday, May 17, 2022

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.*

Amendments to Owner's responsibilities: ☒ None ☐ As follows

Amendments to Contractor's responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: Punch List dated May 17, 2022

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: Kacy Odom (Authorized signature)	By: Warren P. Cottage Owner (Authorized Signature)	By: Sam D. Webster Contractor (Authorized Signature)
Title: Project Manager	Title: CEO	Title: C.E.O.
Date: 5/27/22	Date: 06/2/2022	Date: 5/31/22

EJCDC® C-625, Certificate of Substantial Completion. Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

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Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

Hancock County Port and Harbor Commission
Garver Project No. 21A26020
HSA Project No. FAA37-2021

HSA Airfield Lighting Rehabilitation Punch List

May 17, 2022

Attendees:

Chanse Watson	Stennis International Airport
William (Coon) Dixon	Webster Electric Co., LLC
Ryan Patton	Garver
Kreg Overstreet	Garver
Anthony McFarlin	Garver
Will Crook	Garver

PAPI 36

1) Grading area around the PAPI pad

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

2) Sealant required in joints

3) FOD - Concrete material throughout area

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

4) PAPI #4 cover door is missing

5) Establish vegetation

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

Along Runway

1) Runway light #097 lens is out of alignment, needs to be adjusted

PAPI 18

1) PAPI access road has excess FOD (rocks)

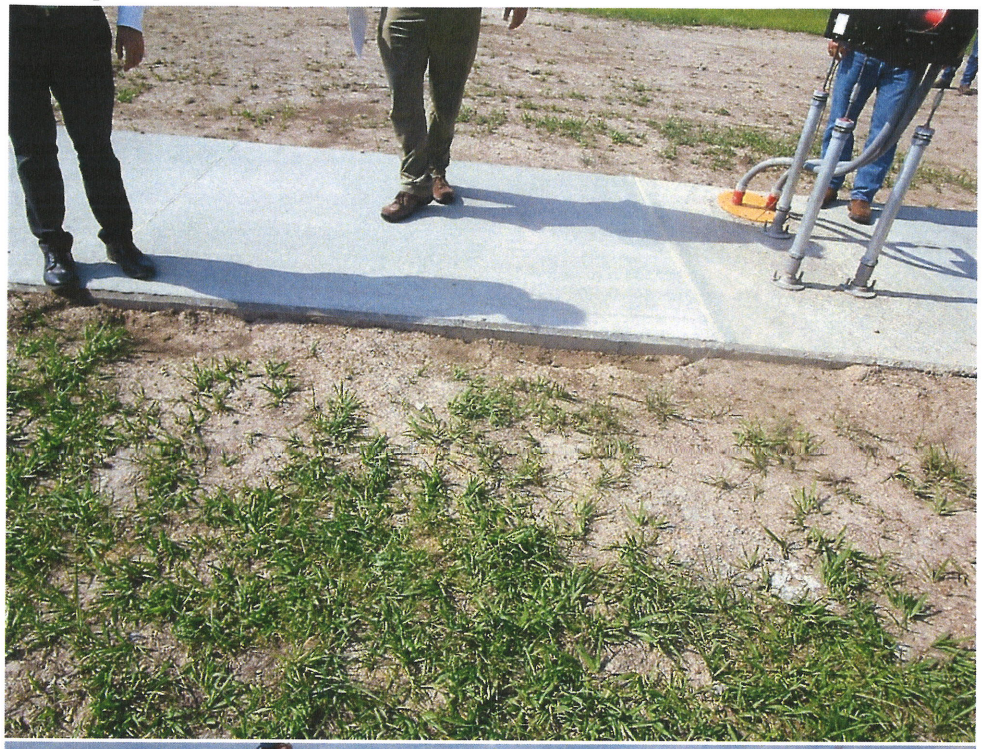
Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

2) Establish vegetation

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

3) Grading area around PAPI



Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

4) Clean concrete from PAPI #3

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

5) Clean old PAPI area of FOD

Electrical Vault

1) The panel cover is on backorder, and we are waiting on it to come in.
2) Panel tags have been ordered and will be installed on the main breaker cabinet, the panel board cover and inside the panel board cover and on the 5KV series cutouts.

Attachment: Resolution# 20220613-05 FAA 2101 Runway and airfield lighting project's certificate of substantial completion (10975 : Approve

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 13, 2022
To:	Port & Harbor Commission
From:	Maureen Anderson, Project Manager
Subject:	RESOLUTION# 20220613-06
	SPREADING ON THE MINUTES FAA2102 NORTH APRON PHASE I PROJECT'S CERTIFICATE OF SUBSTANTIAL COMPLETION AND SUMMARY CHANGE ORDER 1 WITH GARVER (FOR AN INCREASE IN COST OF $78,445.38 NEW PROJECT TOTAL $2,702,217.38)

ATTACHED:
FAA2102 North Apron Expansion certificate of substantial completion executed
FAA2102 North Apron Expansion Change Order 1 Garver executed

Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220613-06

SPREADING ON THE MINUTES FAA2102 NORTH APRON PHASE I PROJECT'S CERTIFICATE OF SUBSTANTIAL COMPLETION AND SUMMARY CHANGE ORDER 1 WITH GARVER (FOR AN INCREASE IN COST OF $78,445.38 NEW PROJECT TOTAL $2,702,217.38)

WHEREAS, by **Resolution# 20210913-10**, the Hancock County Port & Harbor Commission authorized the award & execution of a contract with Huey P. Stockstill, LLC. for Project FAA2102 North Apron Phase I in the amount of $2,623,772.00 and thereafter spread upon the minutes of the Commission;

WHEREAS, the Commission wishes to spread on the minutes the Certificate of Substantial Completion for Project FAA2102 North Apron Phase I;

WHEREAS, the sole and final Change Order #1 (Summary) attached herein for the project includes a increase in the amount of $78,445.38, which increases the project cost from $2,623,772.00 to $2,702,217.38;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby spreads in the minutes the attached Certificate of Substantial Completion and Summary Change Order # 1 associated with FAA2102 North Apron Phase I;

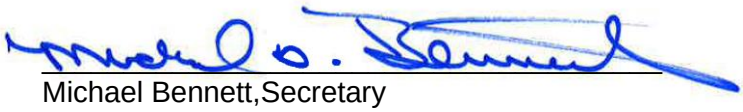
RESULT:	**CARRIED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Robert Martin, Treasurer
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTACHED:
FAA2102 North Apron Expansion certificate of substantial completion executed
FAA2102 North Apron Expansion Change Order 1 Garver executed

Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

ATTEST:



Michael Bennett,Secretary

ATTACHED:
FAA2102 North Apron Expansion certificate of substantial completion executed
FAA2102 North Apron Expansion Change Order 1 Garver executed

Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

00 65 16 CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	**HANCOCK COUNTY PORT AND HARBOR COMMISSION**	Owner's Contract No.:	FAA36-2020
Contractor:	**Huey P. Stockstill, LLC**	Contractor's Project No.:	
Engineer:	**Garver**	Engineer's Project No.:	**20A26020**
Project:	**North Apron Expansion**	HSA Project No.:	FAA36-2020

This Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

May 3rd, 2022

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, ar Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion there designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completio The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of th contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and th failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insuranc and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended a follows: *Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutu agreement of Owner and Contractor.*

Amendments to Owner's responsibilities:
☒ None
☐ As follows

Amendments to Contractor's responsibilities:
☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: Punchlist

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: Huey Otstt	By: William P. Lamar	By: J. W. Seal
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title: CEO	Title: Senior Project Manager
Date:	Date: 06/08/2022	Date: 5/23/2022

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Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

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Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

PUNCH LIST

HSA North Apron Expansion

20A02620

Date: 5/3/22

Item	Description

1. Establish Vegetation

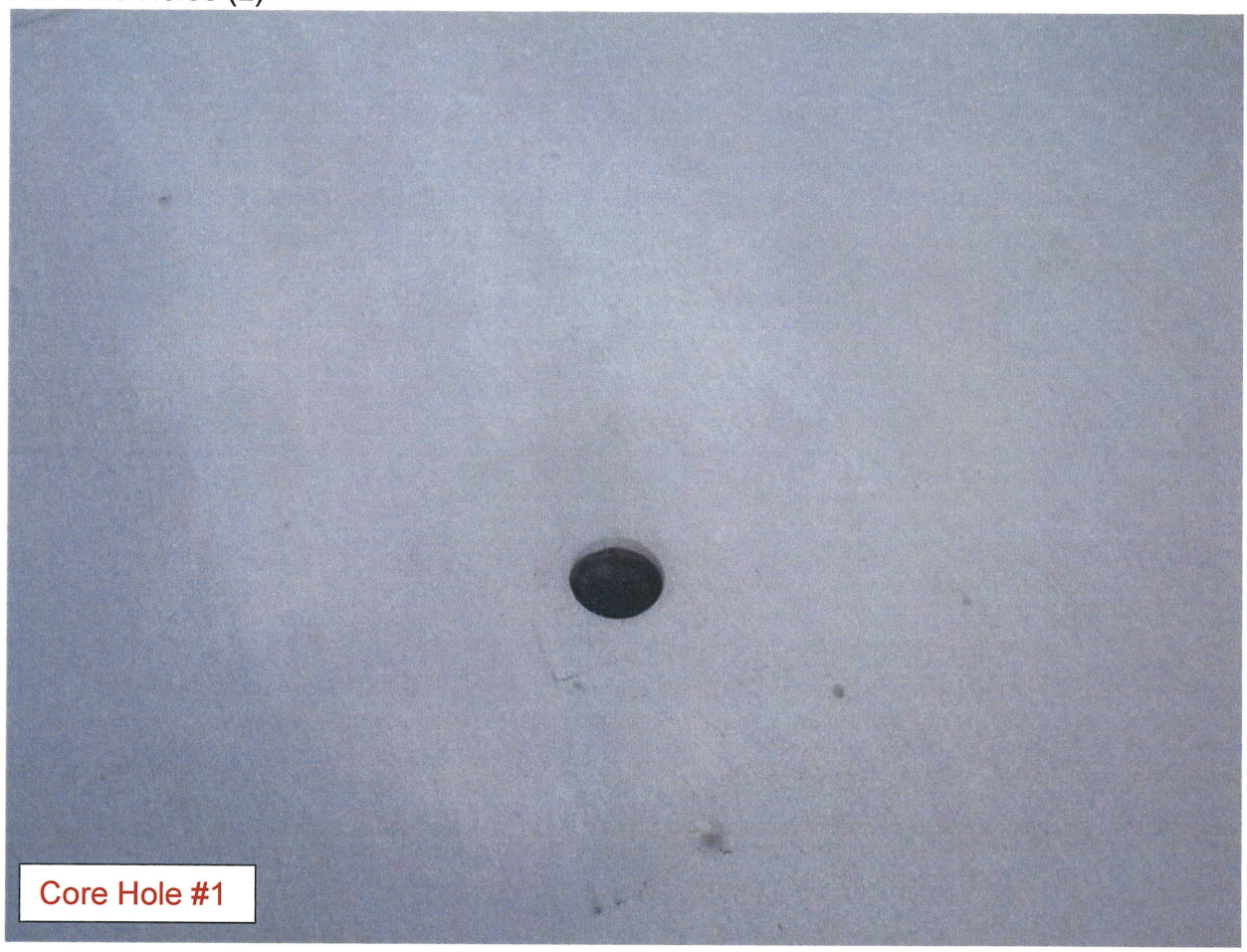
Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

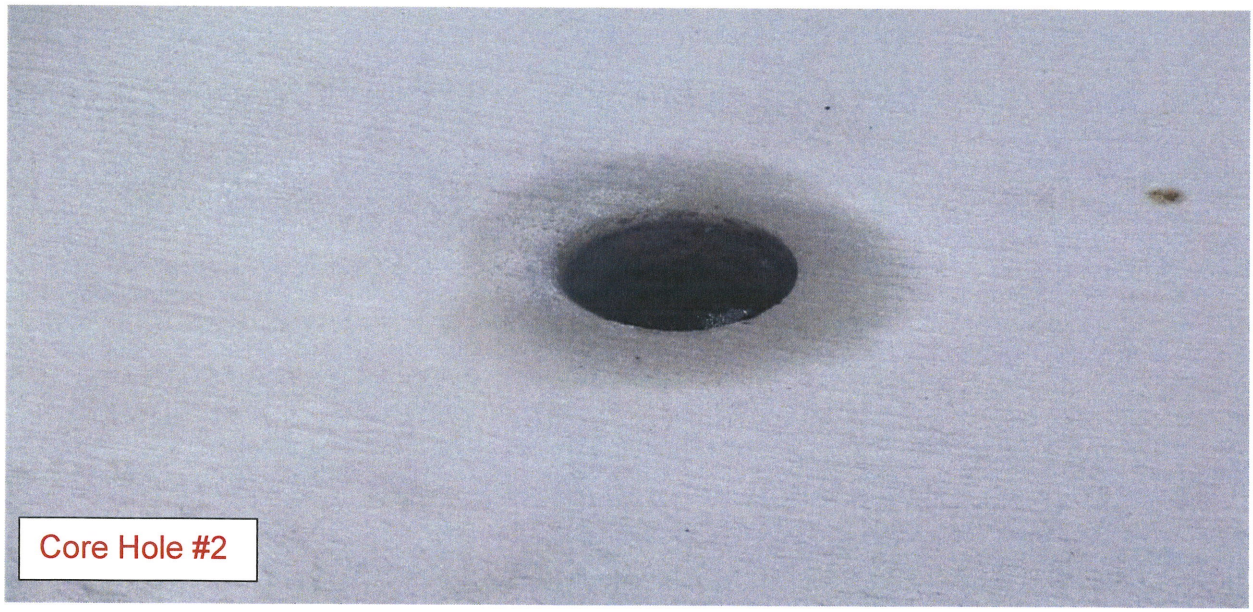
2. Relocate Barricades

3. Remove Erosion Sediment from Concrete Ditch

Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

4. Fill Core Holes (2)





Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

5. Removal of FOD from Area

Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

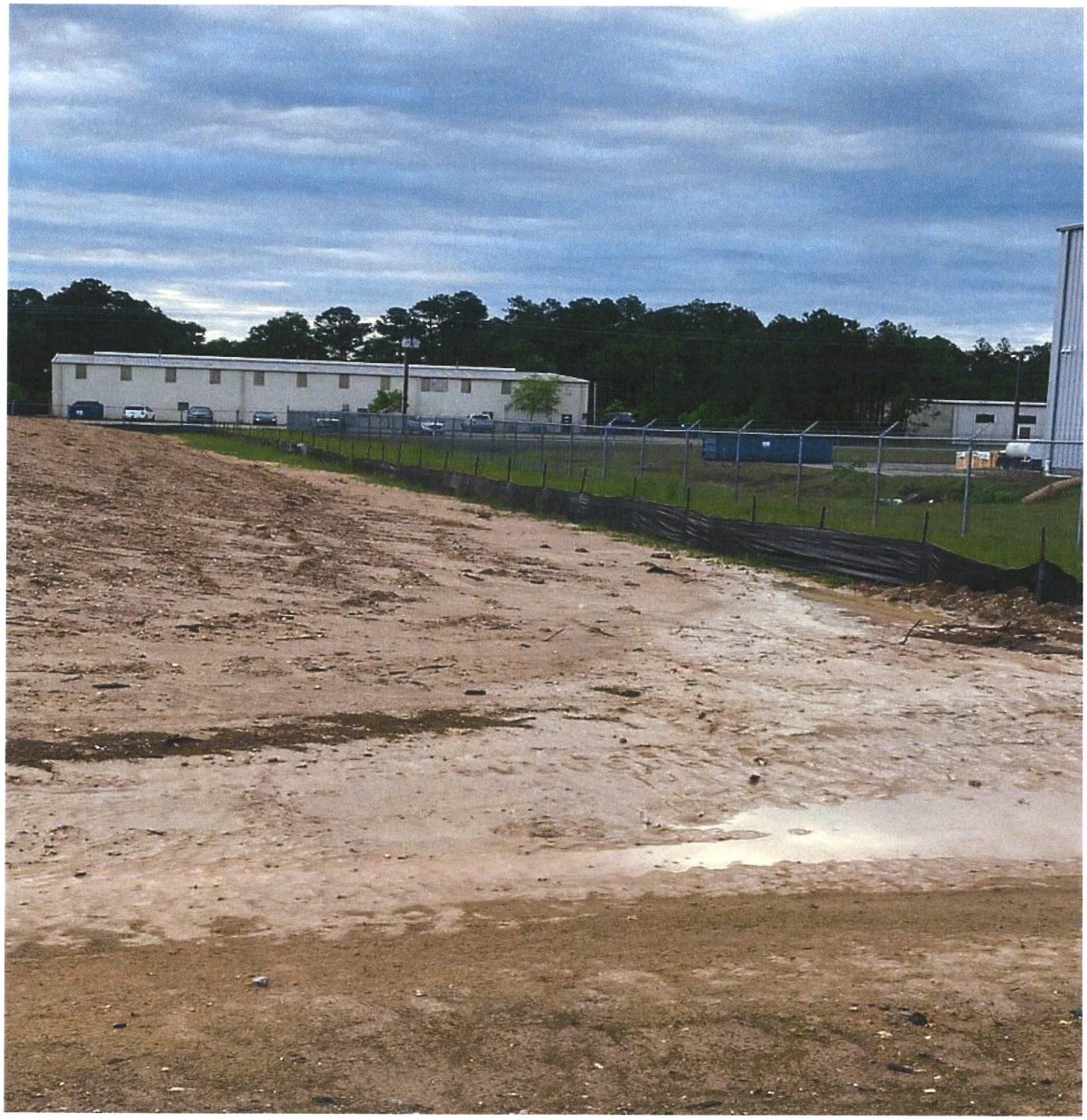
6. Install Signs on Fence

7. Replace Entrance Gate / Pole

8. Removal of Control Point Guard Stakes

Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

9. Silt Fence to Remain in Place



Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

808 Howard Avenue
Suite 201
Biloxi, MS 39530

GARVER
www.GarverUSA.com

Construction Contract Change Order

Project: North Apron Expansion Stennis International Airport Garver Job No. 20A26020	**Change Order No.** 1 (SUMMARY) **Date Prepared:** May 20, 2022 **Prepared by:** JKO
Owner: Hancock County Port and Harbor Commission 14054 Fred & Al Key Road Kiln, Mississippi 39556	**Contractor:** Huey Stockstill, Inc. P.O. Box 758 Picayune, Mississippi 39466

Description of Work Included in Contract
Construction of up to 10,600 square yards of 13" Portland cement Concrete pavement, up to 10,600 square yards of 5" asphalt base course, up to 11,000 square yards of aggregate base, up to 650 linear feet of perimeter fence, and other associated earthwork, grading, and restoration.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

A. Remove Section 00 21 00, Article 21, Paragraph 21.01 in its entirety, and replace with the following:

00 21 00 INSTRUCTIONS TO BIDDERS – ARTICLE 21 – SALES AND USE TAXES

21.01 The Contractor shall include in their price all Mississippi state sales and use taxes required by applicable law.

B. Delete "Yes" from Item 1a of the Questions Submitted for Clarification in Addendum #2 and replace it with "No."

C. Revise Section C-105: MOBILIZATION as follows:

Add the following after Paragraph 105-5:

105-5.1 Contractor's Tax, when shown as a separate pay item, will be measured as a percentage of the contract amount earned, exclusive of dependent items.

Add the following after Paragraph 105-6:

Item C-105-6.2: Contractor's Tax (3.5%) - Allowance

D. Quantities modified to reflect those utilizied in the Field.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Estimated Unit Price	Original Estimated Cost	Revised Estimated Cost
C.	C-105-6.2	Contractor's Tax (3.5%) - Allowance	Allowance	0	$0.00	1	$91,379.33	$0.00	$91,379.33
D.	P-152-4.1a	Unclassified Excavation	CY	10,070	$14.00	9,833	$14.00	$140,980.00	$137,662.00
D.	P-152-4.1b	Borrow Excavation	CY	8,700	$16.50	8,564	$16.50	$143,550.00	$141,306.00
D.	P-152-4.2	Unsuitable Excavation	CY	500	$16.50	224	$16.50	$8,250.00	$3,696.00
D.	P-209-5.1	6" Crushed Aggregate Base Course	SY	8,850	$20.00	9,126	$20.00	$177,000.00	$182,520.00
D.	P-209-5.2	Separation Geotextile	SY	9,000	$3.50	8,734	$3.50	$31,500.00	$30,569.00
D.	P-403-8.1a	2.5" Asphalt Mixture Surface Course	SY	400	$44.00	292.3	$44.00	$17,600.00	$12,861.20
D.	P-403-8.1b	5" Asphalt Mixture Base Course	SY	8,350	$39.50	8,364.7	$39.50	$329,825.00	$330,405.65
D.	P-501-8.1a	13" Reinforced Concrete Pavement	SY	350	$200.00	362.3	$200.00	$70,000.00	$72,460.00
D.	P-501-8.1b	13" Non-Reinforced Concrete Pavement	SY	8,000	$143.00	7,974	$143.00	$1,144,000.00	$1,140,339.20
D.	F-162-5.1	Chain-Link Fence	LF	650	$37.00	600	$37.00	$24,050.00	$22,200.00
D.	F-162-5.3	Fence Removal	LF	700	$6.00	667	$6.00	$4,200.00	$4,002.00
							Summation of Cost	**$2,090,955.00**	**$2,169,400.38**
							Net Cost for this Change Order		**$78,445.38**

Estimated Project Cost	Estimated Project Cost
Original Contract Amount	**$2,623,772.00**
This Change Order	**$78,445.38**
New Contract Amount	**$2,702,217.38**

Time Change	
Original Contract Start Date	January 4, 2022
Original Contract Time (calendar days)	120
Additional Calendar Days granted by this Change Order	0
New Contract Time (calendar days)	120
Suspended Time	0
New Construction Completion Date	May 4, 2022

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE **Engineer: Garver**	Engineer's Signature	Project Manager Title	5/27/22 Date
ACCEPTED BY CONTRACTOR	Contractor's Signature	Project Manager Title	5/31/22 Date
APPROVED BY OWNER	Owner's Signature	CBO Title	6/8/22 Date

Attachment: Resolution# 20220613-06 FAA2102 North Apron phase 1 project's certificate of substantial completion and change order 1 with

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 13, 2022
To:	Port & Harbor Commission
From:	Allison Hess,
Subject:	RESOLUTION# 20220613-11
	ASSIGNMENT OF THE RAILCAR FACILITY LEASE AGREEMENT WITH THE ANDERSONS TO CATHCART ACQUISITIONS COMPANY II, LLC

ATTACHED:
HCPHC Consent to Assignment.v2 ah.docx 6.10.22
12-01-14 Anderson Railcar Facility Lease Agreement

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220613-11

ASSIGNMENT OF THE RAILCAR FACILITY LEASE AGREEMENT WITH THE ANDERSONS TO CATHCART ACQUISITIONS COMPANY II, LLC

WHEREAS, by resolution dated November 24, 2014, the Commission entered into a "Railcar Facility Lease Agreement" effective January 1, 2015 and ending December 31, 2022 with the Andersons, Inc to perform railcar maintenance and repair in Port Bienville Industrial Park.

WHEREAS, by letter dated June 8, 2022, attached hereto and incorporated by reference, the Andersons, Inc informed the Commission that they had entered into an asset purchase agreement with Cathcart Acquisition Co II, LLC for the sale of the assets of its railcar business;

WHEREAS, it would be in the best interest of the Hancock County Port & Harbor Commission to authorize the Chief Executive Officer or his delegee to execute any and all documents necessary to complete the ASSIGNMENT with The Andersons, Inc. and Cathcart Acquisitions Co II, LLC for the remainder of the current lease ending December 31, 2022;

NOW THEREFORE BE IT RESOLVED, that Hancock County Port and Harbor Commission hereby authorizes the Chief Executive Officer or his delegee to execute any and all documents necessary to complete the ASSIGNMENT with The Andersons and Cathcart Acquisitions Co II, LLC;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

ATTACHED:
HCPHC Consent to Assignment.v2 ah.docx 6.10.22
12-01-14 Anderson Railcar Facility Lease Agreement

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Robert Martin, Treasurer
SECONDER:	Michael Casano, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
HCPHC Consent to Assignment.v2 ah.docx 6.10.22
12-01-14 Anderson Railcar Facility Lease Agreement

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

The Andersons, Inc.
1947 Briarfield Boulevard • Maumee, Ohio, 43537 • (419) 893-5050

June 8, 2022

Hancock County Port and Harbor Commission
14054 Fred and Al Key Road
Kiln, MS 39556
Attn: Shane LaFontaine (slafontaine@hcphc.ms)
William P. Cotter

Re: Request for Consent to Assignment

Dear Shane:

We are writing to inform you that The Andersons, Inc. ("The Andersons") has entered into an asset purchase agreement with Cathcart Acquisition Co II LLC ("Buyer"), an indirect, wholly-owned subsidiary of Cathcart Rail, LLC, pursuant to which The Andersons will sell the assets of its railcar repair business to Buyer (the "Transaction"). The Transaction is expected to close on or before July 8, 2022.

The Andersons is currently a party with Hancock Country Board of Supervisors ("HCBS") and Hancock County Port and Harbor Commission ("HCPHC") to the following argeements: (i) Railcar Facility Contract dated November 1, 2014 by and between The Andersons and HCBS by and through HCPHC; and (ii) Railcar Facility Lease Agreement dated December 1, 2014 and effective as of January 1, 2015 by and between The Andersons and HCBS and HCPHC (together with any amendments, addenda, statements of work, exhibits and schedules thereto, collectively, the "Agreements"). To the extent the Agreements require the consent of HCBS and HCPHC to any assignment, we are hereby requesting that HCBS and HCPHC consent to the assignment of the Agreements by The Andersons to Cathcart Field Services, LLC, an affiliate of Buyer and subsidiary of Cathcart Rail, LLC (the "Assignment Consent Request").

By signing in the signature blank provided on the following page and returning a .Pdf copy to me via email at brian_valentine@andersonsinc.com, HCBS and HCPHC each hereby grants the Assignment Consent Request.

As a reminder, the content of this letter and the identity of Buyer is confidential information and should not be discussed with or disclosed to third parties.

Please countersign this letter no later than June 17, 2022. If the Transaction does not close, this letter will be null and void and of no effect. Please let me know if you have any questions.

Sincerely,

Brian Valentine
Executive Vice President and Chief Financial Officer
The Andersons, Inc.

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Effective as of the date written below, the undersigned hereby agrees to the requests as described above, and acknowledges and agrees that the Agreements shall remain in full force and effect following the closing of the Transaction:

Hancock County Board of Supervisors

By: _____
Name:_____
Title: _____
Date:_____

Hancock County Port and Harbor Commission

By: _____
Name:_____
Title: _____
Date:_____

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

CERTIFIED RESOLUTION
OF THE
HANCOCK COUNTY PORT AND HARBOR COMMISSION

Upon motion by Commissioner Meranto, seconded by Commissioner Farve, the Commission approved the following resolution:

WHEREAS, there came on for consideration the desire of **THE ANDERSONS, INC.** (Lessee) to **lease** property commonly known as the "Railcar Wash Facility" including the building and railroad tracks leading thereto commonly known as the Carwash Track 1 and Track 2, the Carwash Spur and the Carwash Run-a-round track", located at Port Bienville Industrial Park, Hancock County, MS, from Hancock County Board of Supervisors and its Hancock County Port and Harbor Commission (Lessor); and

WHEREAS, lessee shall use the leased premises and improvements thereon for the purpose of maintenance of and repair to railcars which may pass through Port Bienville; and

WHEREAS, the Lease Agreement shall be for a primary term beginning on January 1, 2015 and terminating on December 31, 2022; and

WHEREAS, it would be in the best interest of the Hancock County Port & Harbor Commission and Hancock County that the **RAILCAR FACILITY LEASE AGREEMENT** be approved, a copy of which is attached hereto and made apart hereof, showing the terms and conditions of the agreement;

NOW THEREFORE BE IT RESOLVED, the **RAILCAR FACILITY LEASE AGREEMENT** be approved, a copy of which is attached hereto and made apart hereof, is hereby approved and accepted by the Hancock County Port & Harbor Commission; and

BE IT FURTHER RESOLVED, that the President and Secretary of the Hancock County Port and Harbor Commission are hereby authorized to execute said **RAILCAR FACILITY LEASE AGREEMENT** with **THE ANDERSONS, INC.** to **lease** property commonly known as the "Railcar Wash Facility" including the building and railroad tracks leading thereto commonly known as the Carwash Track 1 and Track 2, the Carwash Spur and the Carwash Run-a-round track", located at Port Bienville Industrial Park, Hancock County, MS, from Hancock County

Board of Supervisors and its Hancock County Port and Harbor Commission (Lessor), a copy of which is attached hereto and made apart hereof; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

The motion was put to a vote with the following result:
VOTING YES: Commissioners Kane, Farve, Meranto, Taylor, Bevis Pullman and Marquar
VOTING NO: None
ABSENT: Commissioner Gallagher
Having received an affirmative vote from a majority of the members of the Commission, the President declared the motion carried this the 24th day of November 2014.

CERTIFICATION

I, **HARRY J. FARVE,** Secretary of the Hancock County Port and Harbor Commission, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by this Commission at its REGULAR MEETING November 24, 2014, held in the offices of the Commission office located at 706 Highway 90, Waveland, MS 39576, at 2:00 p.m.

CERTIFIED, this the 24th day of November, 2014.

Harry J. Farve

Harry J. Farve, Secretary

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

RAILCAR FACILITY LEASE AGREEMENT

WHEREAS, the Hancock County Port and Harbor Commission (HCPHC) operates The Port Bienville Railroad located in Port Bienville, Mississippi (PBVR) and requires rail car maintenance and repairs for rail cars on its railroad from time to time; and

WHEREAS, The Andersons, Inc. is engaged in the business of rail car maintenance and repair; and

WHEREAS, HCPHC wishes to allow The Andersons Inc. to maintain and repair railcars which may pass through Port Bienville and is willing to allow The Andersons Inc. to use HCPHC property to maintain and repair such rail cars along with rail cars that may be owned or controlled by The Anderson Inc. or its customers;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

This Lease Agreement is entered into by and between the **HANCOCK COUNTY BOARD OF SUPERVISORS AND ITS PORTAND HARBOR COMMISSION**, hereinafter referred to as LESSOR, and**THE ANDERSONS, INC.,** an**Ohio corporation**, hereinafter referred to as LESSEE, which desires to enter into said Lease Agreement for the leasing of certain property at Port Bienville Industrial Park described herein.

Initials _____

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

NOW, THEREFORE, in consideration of mutual covenants and stipulations herein contained, the parties do mutually contract and agree, each for itself and its heirs, successors, and assigns, as follows:

I

LEASED PREMISES

LESSOR hereby leases and provides unto LESSEE, certain premises of the LESSOR, being hereinafter referred to as the LEASED PREMISES, including the following, to-wit:

"The property commonly known as the "Railcar Wash Facility" including the building and railroad tracks leading thereto commonly known as The Carwash Track 1,Track 2, and Track 3, the Carwash Spur and the Carwash Run-a-round track."

PROVIDED, however, that the property so described above is hereby leased to LESSEE subject to any and all restrictions and conditions imposed upon the LESSOR in the deeds under which the LESSOR obtained said land, said deeds being on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi. LESSEE shall abide by the published Port Bienville Industrial Park Tariff No. 1-A, the Port Bienville Railroad Freight Tariff Port Bienville Railroad 8000-A, the Supplement 1 to Freight Tariff Port Bienville Railroad 8000-A or other applicable Tariffs (incorporated herein as **Exhibit "B"**), Port Bienville Water and Sewer Ordinance (incorporated herein as **Exhibit "C"**) and Port Bienville Industrial Park Covenants (incorporated herein as **Exhibit "D"**).

Initials

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

II

USE OF PREMISES

LESSEE shall use the LEASED PREMISES and improvements thereon for the purpose of maintenance of and repair to railcars, only as more fully set forth in the Railcar Facility Contract attached hereto and made a part herein as **Exhibit "A"**.

Subject to the limitations set forth below, LESSEE shall have reasonable access to the roadways and railways of the Port Bienville facility for egress and ingress and to the facility to accommodate LESSEE's operations. Such rights shall be non-exclusive and the activities on such areas, railways and roadways shall not interfere with the rights of the LESSOR or its other users.

It is recognized and acknowledged that the business of the LESSOR is Industrial Park related, and any use by the LESSEE of all or any of the Leased Premises shall not interfere with any operations of the LESSOR or its other users, it being agreed that the continued operations of the Port, Railroad and Industrial Park are to have precedence.

The Leased Premises shall be used for maintenance and repair of railcars; said premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass.

Prior to commencing any activities or operations on the leased site, LESSEE shall comply with any and all federal and state regulations, and should it be required, shall obtain all necessary permits from the Department of Environmental Quality, Environmental Protection Agency and any other agency in order to protect and safeguard the LESSOR and the leased property from any hazardous condition or unpermitted releases. In the event that the LESSEE shall cause, through its actions, release of hazardous substances from and on the leased premises, LESSEE shall, at its sole expense, immediately remove such hazardous substances and remediate

Initials _____

the leased premises to the satisfaction of MDEQ, EPA and/or LESSOR. To ensure the environmental protection of the leased premises, the LESSEE has provided a deposit of **Three Thousand Dollars** ($3,000.00), to be used by LESSOR at the termination of this lease to pay for an ASTM Phase I environmental audit of the Leased Premises.

The LESSEE shall also pay an amount of **Sixty Dollars** ($60.00) per month, which shall be accumulated over the life of the lease and applied to the cost of any additional environmental assessments or site remediation that may be required upon the completion of the Phase I ASTM environmental audit. Should no further environmental assessment and/or site remediation be required after the Phase I environmental audit upon Lessor approved vacation of the premises by the LESSEE, the entire amount of fees and interest accumulated under this fee shall be remitted to the LESSEE.

III

LEASEHOLD AND RELATED PAYMENTS

The payment for use of the Leased Premises in furtherance of LESSEE's operations shall be as follows:

(1) **Nine Thousand Dollars** ($9,000.00) per month payable on the first day of each month following execution of this lease agreement. Any period of time between the execution of this lease and the first day of the following month shall be prorated.

(2) If LESSEE shall fail to make timely payment of any and all rentals and/or other payments due hereunder and as set forth in **Exhibit "A"** within fifteen (15) days from the due date thereof, LESSEE will be placed in default as provided herein or LESSEE shall pay in addition to the amount due, five percent (5%) of past due amount, for each month that LESSEE is in arrears.

Initials

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

IV

TERM

The primary term of this lease shall be for three years beginning on January1, 2015 and terminating on December 31, 2022. The term may be extended upon mutual agreement of both parties.. Notice of request to extend the lease term shall be provided by either party to the other within sixty (60) days of the expiration of the lease.

V

RESPONSIBILITY FOR OPERATIONS

It is expressly understood and agreed that the LESSOR shall have no obligation or responsibility for the LESSEE's business operations, LESSEE being solely responsible therefore. The LESSOR shall have no obligation to furnish electricity, telecommunications or gas. However, LESSOR shall provide easements for the necessary utilities to be located in the sole discretion of the LESSOR. LESSEE must obtain separate meters or billing for said utility service(s), and LESSEE shall be responsible for maintaining utilities in accord with normal business practice. LESSOR shall have no obligation to furnish services including, but not limited to, garbage or trash pickup, plumbing hookup, pest control, or any other facilities or services, and shall not be required or expected to furnish any equipment or labor to repair, alter, or remedy any defect, inadequacy, or insufficiency in the Leased Premises.

VI

WATER AND SEWER SERVICES

LESSOR will provide water and sewer services to LESSEE pursuant to and in accordance with the HancockCountyPort and Harbor Commission Water and Sewer Use Ordinance. Lessee shall pay LESSOR for the water and sewer services provided as set forth in

Initials JHS RRK

the referenced Ordinance. A copy of the Water and Sewer Use Ordinance is attached hereto as **Exhibit "C"**.

VII

PARKING AREA

LESSEE shall, at its own expense, maintain on the Leased Premises adequate parking areas for the LESSEE's employees, suppliers and customers. LESSEE shall at all times during the Lease, at its own expense erect and maintain sufficient floodlighting and other means of illumination to illuminate the parking area during all twilight and evening hours.

VIII

MAINTENANCE/REPAIR

LESSEE shall maintain all portions of the Leased Premises and adjoining areas in a safe, neat and sanitary condition free of dirt, rubbish, and unlawful obstructions; said maintenance includes but is not limited to lawn maintenance. Notwithstanding any insurance proceeds which may apply, throughout the term hereof, LESSEE, at its expense, including insurance deductibles, shall take good care of, and make all necessary repairs to the Leased Premises and all improvements and regardless of whether interior or exterior, structural or nonstructural, ordinary or extraordinary, or foreseen or unforeseen. As used in this Article, "repairs" include all necessary replacements, renewals, alterations, additions, and betterments. All repairs made by the LESSEE shall be at least equal in quality and class to the original work. If repairs are not adequate or acceptable to LESSOR, the LESSOR may, at its sole discretion, take such action as it deems appropriate, and LESSEE shall be liable to and immediately reimburse LESSOR within fifteen (15) days of written notice for all of LESSOR's associated costs. If LESSEE fails to reimburse LESSOR, such nonpayment will be considered a default of the Lease.

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Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

IX

IMPROVEMENTS TO THE FACILITY

All improvements, alterations and/or additions shall be approved by the LESSOR prior to construction and become the property of the LESSOR at the time of completion of said improvements, alternations and/or additions.

All materials used for such improvements, alterations and additions and workmanship shall be of first class quality. All architects, engineers, contractors, subcontractors, materialmen and workmen shall be licensed (if required by law) and skilled in their profession and trade.

LESSEE shall not permit the accumulation of building supplies, equipment, waste material, or rubbish on the Leased Premises, and during the construction and upon completion shall cause all rubbish, implements, materials, and equipment to be removed from the Leased Premises. If LESSEE shall fail to remove materials, LESSOR, at its option, may remove the materials at LESSEE's costs.

X

LESSEE'S LIENS

LESSEE shall not suffer any mechanic's or materialmen's liens to be filed against the Leased Premises by reason of work, labor, services performed or materials furnished to LESSEE, including, but not limited, for improvements, alterations and/or additions to the Leased Premises, or to anyone holding part of the Leased Premises under LESSEE.

If such lien shall at any time be filed against the Leased Premises, LESSEE may contest the same in good faith, but notwithstanding such contest LESSEE shall, within thirty (30) days after the filing thereof, cause such lien to be released of record by payment, bond, or order of a court of competent jurisdiction or otherwise. In the event LESSEE shall fail to release of record

Initials

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

any such lien within the aforesaid period, LESSOR may (but shall not be obligated to) remove said lien by paying the full amount thereof or by bonding it or by any other method LESSOR deems appropriate, without investigating the validity thereof and irrespective of the fact that the LESSEE may contest the propriety or the amount thereof, and LESSEE, upon demand, shall pay LESSOR the amount so paid in connection with the discharge of said lien together with all LESSOR's expenses incurred in connection therewith including attorneys fees. LESSOR may at its sole discretion waive payment of such liens, and LESSEE may then contest the validity of said lien, at LESSEE's own expense. Nothing contained in this Lease shall be construed as a consent by LESSOR to subject the Leased Premises to any lien or liability under the lien laws of the State of Mississippi or otherwise.

XI

ASSUMPTION OF EXPANSION EXPENSES

Any and all expansion, improvements or expenses to Port, Railroad or Industrial Park facilities or infrastructure which are reasonably necessary as a result of LESSEE's operations under this Lease or by the appropriate regulatory agency, shall be made at the expense of LESSEE. At the end of the Lease, LESSOR and LESSEE shall agree upon the amount of compensation to be paid LESSEE by LESSOR for those improvements which are attachments to the LEASED PREMISES. In the event LESSOR has entered into lease agreements with other entities whereby said entities will also conduct Port and/or Industrial Park related operations, and the improvement or expansion or expense is reasonably necessary as a result of the common use of all lessees, then all expenditures shall be prorated among all of the entities, including LESSEE, on the basis of the need for such expenditures caused by each entity. Each entity's pro

Initials

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

rata share of the costs and expenses shall be determined by mutual agreement of the entities. Should entities be unable to agree, LESSOR shall determine the allocation in its sole discretion.

XII

CASUALTY, STORM OR ACT OF GOD

Should a casualty, storm, or Act of God result in damages or destruction to the majority of the LEASED PREMISES and/or improvements on the LEASED PREMISES and the LEASED PREMISES are rendered inoperable as certified by LESSOR by such casualty, storm or Act of God for a period of thirty (30) continuous days or more, LESSEE shall have the right to suspend this Agreement ten (10) days after giving written notice to the LESSOR. If LESSOR determines at it sole discretion that the LEASED PREMISES and improvements thereon must be vacated to allow LESSOR to rebuild, repair or restore LEASED PREMISES, then LESSEE shall vacate and surrender to LESSOR the LEASED PREMISES and improvements thereon within ten (10) days of receipt of written notice to vacate. IF LESSOR and LESSEE agree that the LEASED PREMISES and improvements can be repaired within a reasonable time, LESSEE may request LESSOR to perform the repairs during which time the rentals provided herein are suspended. If LESSOR and LESSEE do not agree to the repair and/or time frame to complete the repair to the damaged improvements, LESSOR may terminate the Lease within ten (10) days of written notice. If LESSEE requests that it be allowed to perform the proposed repairs after LESSOR has accepted them as necessary and timely, LESSEE shall use all reasonable efforts in good faith to repair in a timely manner the improvements and LEASED PREMISES to such a state that it can reasonably resume operations, provided, however, that such suspension shall not exceed ninety (90) days. Failure to resume lease payments within ninety (90) days shall be considered a breach of this Agreement, unless LESSEE can show that the improvements, repair

Initials

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

or restoration are under way and proceeding with due diligence but for reasons beyond LESSEE's control the work cannot be complete within the ninety (90) day period. In such case, LESSOR, may, upon sufficient proof that LESSEE is using its best efforts to complete the work, agree to allow up to ninety (90) days additional time for completion. It shall be in LESSOR'S sole discretion whether or not to allow LESSEE to perform the repairs referenced herein. During the time period in which LESSEE is performing restoration and repair to and on the Leased Premises and improvements thereon, LESSOR may use the Leased Premises for Port or Industrial Park purposes so long as use does not interfere with repairs. Nothing herein, however, shall abridge, modify, or change the provision of this Lease describing the conditions imposed upon the LESSEE for breach of Agreement.

XIII

LAWSAND REGULATIONS

LESSEE shall abide by all applicable Municipal, State, and Federal laws and regulations, Homeland Security and the published Port Bienville Industrial Park Tariff No. 1-A, the Port Bienville Railroad Freight Tariff Port Bienville Railroad 8000-A, the Supplement 1 to Freight Tariff Port Bienville Railroad 8000-A or other applicable Tariffs (incorporated herein as **Exhibit "B"**), Port Bienville Water and Sewer Ordinance (incorporated herein as **Exhibit "C"**) and Port Bienville Industrial Park Covenants (incorporated herein as **Exhibit "D"**).

LESSEE shall not do any act or permit any activity on the Leased Premises or in any operations thereon which would constitute a violation of any law, regulation or ordinance.

Initials _____ DRK

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

XIV

INDEMNIFICATION BY LESSEE

LESSEE will protect, indemnify, and save harmless the State of Mississippi, its political subdivisions, Hancock County and the Hancock County Port and Harbor Commission, and their employees, agents, servants, board members, commissioners, and executive officers and directors from and against all liabilities, obligations, claims, damages, penalties, causes of action, and expenses (including without limitation, attorneys fees) arising or occurring as a result of LESSEE'S use of the Leased Premises by reason of:

(1) Any accident, injury or death of person or loss or damage to property occurring on the Leased Premises, or arising out of or in any way associated with any activity of LESSEE, its affiliated persons or corporations, employees or assigns, on the Leased Premises, the Port or Industrial Park property or otherwise, except to the extent caused by LESSOR's sole negligence or misconduct;

(2) Any failure on the part of LESSEE to perform or comply with any of the terms of this Lease;

(3) The performance of any labor or services or the furnishing of any materials or other property in respect to the Leased Premises and its Railcar Service as set forth in **Exhibit A**or any part thereof;

(4) Any claims for air pollution and/or water pollution or diminution of water quality occurring as a result of any release or disposal of petroleum based products and/or chemicals and/or hazardous substances which occurs in connection with, in any way, LESSEE's use of the Leased Premises and/or its operation, which may cause accident, injury, or death of person or loss or damage to property.

Initials _____ _____

In the case of any action, suit or proceeding, including FELA claims, brought against LESSOR by reason of any such occurrence set forth in this paragraph, LESSEE, upon LESSOR's request, will at LESSEE's expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by LESSEE and approved by LESSOR. The obligations by LESSEE as aforesaid shall survive any termination of this Lease.

XV

INSURANCE

(1) During the term of this lease, LESSOR will provide annual comprehensive fire and extended coverage insurance, including wind, hail and flood insurance, in the amount of the replacement cost of the facility and other improvements located on the LEASED PREMISES.

(2) LESSEE shall, upon receipt from LESSOR of a statement for premium paid, reimburse LESSOR for such premium within thirty (30) days of receipt of such statement.

(3) LESSOR shall furnish to LESSEE annually a certificate or certificates of all of the above referenced insurance coverage so maintained. LESSOR shall immediately notify LESSEE of any cancellation of required insurance, and LESSOR shall require its insurance carriers to mail notices of cancellation to the LESSEE within thirty (30) days prior to cancellation.

(4) Said policies shall be issued by insurance companies with a current rating by Best of no less than A-X (10)

Initials

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Minimum Coverage to be provided by LESSEE at LESSEE's Sole Cost and Expense

LESSEE agrees to procure and maintain, at its sole cost and expense, during the term of this Agreement, insurance of the types and minimum amounts, as follows:

(5) LESSEE shall carry property insurance sufficient to cover furniture, equipment and other personal property located on the Leased Premises.

(6) LESSEE shall carry commercial general liability insurance (including products and completed operations) covering bodily injury and property damage in an amount that is not less than Five Million Dollars$5,000,000 per occurrence and Ten Million Dollars $10,000,000 in the aggregate.Said policy shall name the State of Mississippi, the Hancock County Board of Supervisors, and the Hancock County Port and Harbor Commission as additional insureds.

(7) LESSEE shall carry auto insurance including bodily injury and property damage, with coverage of at lease One Million Dollars ($1,000,000) combined single limit or the equivalent.

(8) All of the above policies required to be carried by LESSEE shall be written on an occurrence basis, and shall provide that the insureds thereon waive subrogation against the State of Mississippi and the said political subdivisions thereof.

(9) LESSEE shall maintain workers compensation insurance for its employees and agents as required by Mississippi Law. LESSEE acknowledges and agrees that it, its agents and/or its employees are not employees of LESSOR.

(10) LESSEE shall furnish to LESSOR annually a certificate or certificates of all of the above referenced insurance coverage so maintained. All such policies shall provide that the State of Mississippi, the Hancock County Board of Supervisors, and the Hancock County Port and Harbor Commission are in no way obligated for the payment of the premiums thereon and shall provide that said policies may not be canceled without thirty (30) days' prior written notice to the Hancock County Port and Harbor Commission.

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(11) Should LESSEE at any time during the term of this Agreement fail to provide any insurance required herein, the LESSOR may terminate this Agreement after fifteen (15) days' written notice to LESSEE or may, but shall not be required to, procure any of the insurance required by this section to be carried by LESSEE, either to protect the LESSOR and/or LESSEE, and the LESSEE shall pay to the LESSOR the costs of any premiums and other costs of procuring said insurance to the LESSOR within fifteen (15) days after demand by LESSOR.

(12) LESSEE shall be responsible for payment of any deductible(s) required pursuant to the term and conditions of any and all of the foregoing required insurance policies in (5) through (9) above.

XVI

CONDITIONS FOR PLACEMENT OF A SIGNAGE BY LESSEE

LESSEE may place and maintain on the Port and/or Industrial Park property, signage advertising its business, subject to the covenants incorporate herein and attached hereto as **Exhibit "D"**. The content, exact location, materials and style of such signage shall be subject to the LESSOR's absolute right of approval. It is understood and agreed that said signage shall comply with all state or local law, rule or ordinance.

LESSEE shall, at its expense, take good care of and make all necessary repairs to said signage. In the event LESSEE's signage is damaged, LESSEE shall repair or replace the signage within sixty (60) days. LESSEE shall indemnify and hold LESSOR harmless from and against any liability loss, cost, damage, or expense arising out of the erection, maintenance, existence or removal of the signage, and shall repair any damage resulting from such installation maintenance or removal. Upon termination of this Agreement, LESSEE shall remove the signage and repair all damage caused by such removal.

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XVII

ASSIGNMENT

LESSEE shall not assign, sublet, or mortgage or use as collateral for a loan or otherwise convey any interest or right in this Lease Agreement, or the Leased Premises during the Initial Term or any extensions or renewals of this Agreement without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. LESSOR shall have the absolute right to approve of any change in ownership of the Lease and/or the Leased Premises. LESSOR shall have the absolute right to approve any sublease, assignment or any sort of transfer in the Lease Agreement, the Leased Premises and LESSEE's failure to obtain prior approval shall be sufficient grounds for termination of this Lease as provided hereunder. Any attempt by the LESSEE to act otherwise shall render this Agreement null and void at the sole option of LESSOR, and the LESSOR shall become entitled to immediate possession of the Leased Premises, including all improvements thereon.

XVIII

RAILROAD AND PORT SECURITY PLAN CHARGES

This Lease Agreement is subject to the Rules and Regulations and Railroad and Port Security Plan duly published by the HancockCountyPort and Harbor Commission. In the event of a conflict between the Security Plan and this Agreement, the Agreement shall prevail.

XIX

HOLDING OVER

Any holding over after the expiration of the Initial Term or any Extended Term without written permission, as applicable, shall be subject to the statutory (State Statute) fifty percent (50%) rent increase provided for hold over tenants. In all other respects, if LESSEE shall remain

Initials _____

in occupancy as a hold-over tenant, LESSEE shall otherwise be subject to the terms and conditions specified herein. Nothing set forth herein shall be construed to authorize any such holding over or to limit LESSOR's remedies in the event thereof.

XX

RIGHT OF ENTRY

LESSOR or its designee shall have the right to enter the Leased Premises for all lawful purposes and to whatever extent necessary or appropriate to enable LESSOR to exercise all of its rights under this Lease. The exercise by LESSOR of its rights to entry hereunder shall not be construed as an eviction of LESSEE, and the rent payable hereunder shall not abate by reason thereof.

XXI

DEFAULT AND TERMINATION OF AGREEMENT

The occurrence of any of the following events shall constitute default by LESSEE under this Lease:

(1) LESSEE's failure to pay any installment of rent or any other obligation hereunder involving the payment of money and such failure shall continue for a period of fifteen (15) days after LESSOR gives written notice of such default.

(2) LESSEE's failure to comply with any term, provision, or covenant of this Lease, within ten (10) days after written notice thereof to LESSEE except as specifically provided for herein to the contrary.

(3) LESSEE's filing of a Petition seeking bankruptcy protection or being adjudged insolvent and such petition is not dismissed within sixty (60) days of its filing.

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(4) LESSEE deserting or vacating or commencing to desert or vacate the Leased Premises permanently or temporarily without prior written consent of LESSOR, excepting to comply with any state or federal rules or regulations or in accordance with provisions in section XII (Casualty, Storm, or Act of God).

(5) LESSEE's doing or permitting to be done anything which creates a lien upon the Leased Premises without prior written consent, which lien remains in effect for longer than sixty (60) days without LESSEE securing a bond or paying off the lien.

(6) The subleasing or assigning or any sort of transfer which substantially changes the ownership interest, title or otherwise of any of the business or venture from the currently approved owner or operator to any other entity or person without prior written consent of LESSOR.

(7) LESSEE's failure to comply with any laws of the federal, state, county, municipal or any other governmental authority.

(8) Suspension of any of LESSEE's permits or licenses required to operate the leased premises for a period in excess of sixty (60) continuous days.

(9) Interference with Port and/or Industrial Park and commerce operations by LESSEE, its assignees or sublessees in which interference or LESSEE fails to make good faith effort to cure interference if interference cannot be cured in sixty (60) days.

(10) Leased Premises are destroyed and LESSOR decides not to rebuild the lease improvements.

Without waiving any other rights and without any notice or demand whatsoever, LESSOR may take any one or more of the actions permissible at law to insure performance by LESSEE of LESSEE's covenants and obligations under this Lease. LESSEE agrees to reimburse

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LESSOR on demand for any expenses including attorney fees which LESSOR may incur in effecting compliance with LESSEE's obligations under this Lease, and LESSEE further agrees that LESSOR shall not be liable for any damages resulting to the LESSEE for such actions. Upon default LESSOR may enter upon and take possession of the Leased Premises and all improvements thereto and continue to demand from LESSEE the monthly Rentals and other charges provided for in this Lease.

XXII

SURRENDER, REMOVAL AND RESTORATION BY LESSEE

On the last day of the term or on the sooner termination thereof or as a result of default as provided herein, LESSEE shall:

(1) Peaceably surrender the Leased Premises including all improvements thereto, broom clean and in good order and condition and repair except for reasonable wear and tear; and

(2) LESSEE shall remove from the Leased Premises all equipment, signs, movable furniture and trade fixtures installed by LESSEE at its expense. Any such property not so removed may, at LESSOR's election and, without limiting LESSOR's right to compel removal thereof by mandatory injunction, the right of which is hereby granted by LESSEE, be deemed to be abandoned by LESSEE to LESSOR.

Any damage to the Leased Premises caused by LESSEE in the removal of LESSEE's property shall be repaired by LESSEE at its expense.

Title to all alterations, additions, improvements and repairs on the Leased Premises shall vest in LESSOR from the date of installation and the same shall remain on and be surrendered to LESSOR with the Leased Premises as a part thereof without disturbance and without charge.

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XXIII

LEGAL EXPENSES; REMEDIES CUMULATIVE

If LESSEE breaches or fails to comply with any provision of the Agreement, the LESSEE shall reimburse the LESSOR for all costs, including reasonable attorney fees, in enforcing the LESSOR's rights under this Agreement.

LESSOR's and LESSEE's rights and remedies in the enforcement of this Lease shall be cumulative and may be exercised and enforced concurrently. Any right or remedy conferred upon LESSOR or upon LESSEE under this Lease shall not be deemed to be exclusive of any other right of remedy LESSOR or LESSEE may have at law or in equity.

XXIV

WAIVER

Waiver by LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to be waived unless such waiver shall be in writing signed by LESSOR.

XXV

ENTIRE AGREEMENT

This Lease and the exhibits attached hereto all of which form a part hereof set forth all the covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the Leased Premises. There are not oral agreements or understandings between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all provisions, negotiations, arrangements, agreements and understandings, if any, between the parties hereto and with respect to the subject matter hereof and none thereof shall be used to

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interpret or construe this Lease. Except as otherwise provided for herein no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the LESSOR or LESSEE unless reduced to writing and signed by each of them.

XXVI

CAPTIONS AND INTERPRETATIONS

The captions, section numbers, article numbers and indices appearing in this Lease in no way define, limit, construe or describe the scope or intent of such section or articles of this Lease. The language in all parts of this Lease shall, in all cases, be construed as a part of the whole according to its fair meaning and not strictly for or against LESSOR or LESSEE. Should a court be called upon to interpret a provision hereof, no weight shall be given, nor shall any construction or interpretation be influenced by any presumption of preparation of the Lease by LESSOR or by LESSEE.

XXVII

PARTIAL INVALIDITY

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

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XXIII

SUCCESSORS

All rights and liabilities herein given to or imposed upon the respective parties hereto shall, except as may otherwise herein be provided, extend to and bind the respective heirs, executors, administrators, successors and assigns of the said parties. No right shall, however, inure to the benefit of any assignee of LESSEE unless the assignment to such assignee has been made in accordance with the provisions set forth in this instrument with respect to such assignment.

XXIX

SURVIVAL OF LESSEE'S OBLIGATIONS

All obligations of LESSEE which by their nature involve performance, and any particular, after the end of the term or after the end of any Extended Term, as applicable, which cannot be ascertained to have been fully performed until after the end of such term or Extended Term, as the case may be, shall survive the expiration or sooner termination of the term or Extended Term, as the case may be.

XXX

NOTICES

Any notice required to be given under this Agreement shall be deemed given when deposited in the United States Mail, postage prepaid, certified mail, to the parties at the addresses below:

LESSOR: HancockCountyPort and Harbor
P. O. Box 2267
Bay St. Louis, MS39521
Attention: Steve Landry

Initials

LESSEE: Randy Thomure
Vice President, Repair Operations
The Andersons, Inc
PO Box 119
Maumee, OH43537

With a Copy to Legal:

The Andersons, Inc.
480 W. Dussel Dr.
Maumee, OH 43537

GOVERNING LAW

This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi.

{Signature Page to Follow}

Initials

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WITNESS OUR SIGNATURES, this the 1st day of December, 2014

HANCOCKCOUNTYBOARD OF SUPERVISORS

ATTEST:

Timothy A. Kellar

Timothy A. Kellar

By: Lisa Cowand

Lisa Cowand, President

HANCOCKCOUNTYPORTAND HARBOR COMMISSION

ATTEST:

Harry J. Farve

Harry J. Farve, Secretary

By: Robert R Kane

Robert R. Kane, President

THE ANDERSONS, INC.

ATTEST:

By:

Printed Name: Julie Ann Dibble

Its: Transaction Administrator

Rasesh H. Shah

Its: President, Rail Group

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Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, **LISA COWAND,** who acknowledged that he is President, and **TIMOTHY A. KELLAR**, who acknowledged that he is Clerk of the Board of Supervisors of Hancock County, Mississippi, and that for and on behalf of said Board, and as its act and deed, they signed and delivered the foregoing instrument of writing on the day and year therein mentioned, after first having been duly authorized so to do.

GIVEN under my hand and seal of office, this the 1st day of December, A.D., 2014.

Kathleen Brooks
NOTARY PUBLIC

STATE OF MISSISSIPPI
KATHLEEN ANNE BROOKS
ID No. 107404
Commission Expires
12/05/2017
NOTARY PUBLIC
HANCOCK COUNTY

My commission expires: 12/05/17

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STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, **ROBERT R. KANE,** who acknowledged that he is President, and **HARRY J. FARVE**, who acknowledged that he is Secretary of the Hancock County Port and Harbor Commission, and that for and on behalf of said Commission, and as its act and deed, they signed and delivered the foregoing instrument of writing on the day and year therein mentioned, after first having been duly authorized so to do.

GIVEN under my hand and seal of office, this the 24th day of November, A.D., 2014.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 56810 ROSE MARIE B. GUNN Commission Expires July 28, 2015 HANCOCK COUNTY

Rose Marie B. Gunn
NOTARY PUBLIC

My commission expires: July 28, 2015

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STATE OF OHIO
COUNTY OF LUCAS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, **Rasesh H. Shah,**who acknowledged that he is President of the Rail Group of **The Andersons Inc**., and that for and on behalf of said, and as its act and deed, hesigned and delivered the foregoing instrument of writing on the day and year therein mentioned, after first having been duly authorized so to do.

GIVEN under my hand and seal of office, this the 29th day of October, A.D., 2014.

NOTARY PUBLIC

JULIE ANN DIBBLE
Notary Public, State of Ohio
Commission Expires 09-23-201

My commission expires: _____

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Exhibit "A"

Railcar Facility Contract

RAILCAR FACILITY CONTRACT

This Railcar Facility Contract (hereinafter "Agreement") is made and entered into as of November 1, 2014by and between The Hancock County Board of Supervisors by and through The Hancock County Port and Harbor Commission (hereinafter "HCPHC"), and The Andersons, Inc., an Ohio corporation (hereinafter "Contractor").

WHEREAS, HCPHCoperates Port Bienville Railroad (hereinafter "PBVR")located in Port Bienville, Mississippi,and requires railcar maintenance and repairs, from time to time, for railcarsmoving on the PBVR.

WHEREAS, Contractor is engaged in the business of railcar maintenance and repair; and

WHEREAS, HCPHC and Contractor have entered into Railcar Lease Facility Agreement, a copy of which is attached hereto as**Exhibit "A"** (Lease Agreement), which allows Contractor to repair cars on HCPHC's Property.

WHEREAS, HCPHC wishes to allow Contractor to maintain and repair Cars which may pass through HCPHC's properties and is willing to allow Contractor to use HCPHC's property and HCPHC's property pursuant to the terms of the Lease, to maintain and repair such Cars along with other Cars Contractor wishes to repair (collectively "Cars").

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. NAME AND LOCATION OF SERVICES

1.1 The services to be performed by Contractor under this Agreement are the maintenance and repair of Cars along the PBVR. ("Services"),

1.2 HCPHC shall permit Contractor to use the property commonly known as the "Railcar Wash Facility" including the building and railroad tracks leading thereto commonly known as the Carwash Track 1, Track 2, and Track 3,the Carwash Spur and the Carwash Run-a-round track ("Repair Locations") and as depicted on **"Exhibit "C"**. Contractor will not repair cars at any location on the PBVR other than the Repair Locations unless directed to do so by HCPHC personnel or by a tenant on tenant owned or leased property.

1.3 All Services performed by Contractor shall be performed in an expeditious manner, in accordance with AAR (American Association of Railroads) and FRA (Federal Railroads Association) work standards. All reports prepared by Contractor shall be in compliance with*AAR and FRA* standards. Contractor shall, at its sole cost and expense, furnish all superintendence, labor, tools, equipment, materials and supplies and all other things requisite or necessary to perform the Services.

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1.4 Contractor warrants that Contractor will use qualified and competent personnel to perform Services under this Agreement. All repairs performed shall be free from defects. Any work required to correct such defects shall be at the sole cost and expense of Contractor. Contractor further represents and warrants that it will fully comply with all federal, state and local laws, safety standards, environmental standards, codes and regulations applicable to the Services to be performed under this Agreement.

1.5 Services shall also include, as may be requested from HCPHC, the repair of damageresulting from derailments or other damage under AAR Field Manual Rule 95. Contractor shall provide HCPHC withwritten estimates for the repair of each such Car, andHCPHCmay then elect to have Contractor make the repairs based upon the written estimate.

1.6 HCPHC will retain the right to forward Cars coming into PBVR to a location other than the Repair Locations as directed by a tenant prior to the Contractor performing Services.

2. COMPENSATION

After Contractor completes Services on Cars that are owned, leased, or controlled by HCPHC, Contractor shall submit billing repair cards to HCPHCin accordance with Rule 112 of the AAR Office Manual. Contractor's billing rates for Services are set forth on **Exhibit "B"**. For services on Cars that are owned, leased or controlled by Contractor, Contractor shall submit billing repair cards to Contractor orappropriate car owner. Contractor shall pay HCPHCon a monthly basis with the fees and charges set forth in Sections 1of **Exhibit "B"**, attached hereto (collectively, "Compensation").Compensation will be payable on all work that is performed on or outsideof Commission property when that work is performed with personnel and/or equipment operating from the Port Bienville Location.

3. TERM

This Agreement shall begin January1, 2015 unless an earlier date is agreed to by the parties and shall continue until December31, 2022, or until this Agreement is terminated pursuant to Section 16, Termination (the "Term"). The Term may be extended upon mutual agreement of both parties. Notice of request to extend this agreement shall be provided by either party to the other party within sixty (60) days of the expiration of this agreement.

4. NONDISCLOSURE OF INFORMATIONAND PUBLICITY

4.1 Unless specifically authorized in writing by the disclosing party, each party shall hold confidential and not disclose to any party, any technical or other material, information or data which may become known to the non-disclosing party by reason of its performance of any Services under this Agreement except for such information that is publicly disclosed by the disclosing party. Upon the expiration or termination of this Agreement, each party shall promptly return to the disclosing party any and all material, information or data, including software, deemed confidential by the disclosing party. The provisions of this Section shall survive

termination or expiration of this Agreement by three (3) years.

4.2 Except as required by law or court order or as may be required for a party to enforce its rights hereunder in a court of competent jurisdiction, the parties agree to keep all terms of this Agreementconfidential and not to disclose any terms of this Agreement to any third party. All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by and between HCPHC and Contractor, provided, however, that Contractor andHCPHC may inform their respective customers of Contractor's ability to work on Cars at Rail Locations. Neither of the parties shall act unilaterally in this regard without the prior written approval of the other, however, this approval shall not be unreasonably withheld.

5. AAR RUNNING REPAIR AGENT

Contractor shall be considered the AAR Running Repair Agent ("Agent"), as defined by the AAR for HCPHC. At Contractor's discretion and direction, HCPHC shall appropriately notify each Responsible Party in writing that Contractor is HCPHC's Agent for the Interchange Repairs.

Except as set forth in the preceding paragraph, at all times hereunder, the relationship of each party to theother shall be that of an independent Contractor, and neither party shall be deemed to be a partner or joint venturer, employee, agent or legal representative oftheother party. Neither party shall have authority tobind the other party in any manner. Neither party shall have any control over the employment, discharge, compensation of and service rendered by the other party.

6. LIENS

The Contractor shall pay in full all persons who perform labor upon or provide materials, with regard to the Services. The Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against Rail Locations or any other property of HCPHC. The Contractor shall indemnify and hold harmless HCPHC from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Services done, labor performed, or materials furnished.

7. PAYMENT OFWAGES AND PAYROLLTAXES - COMPLIANCEWITH LAWS

7.1 The Contractor shall pay the wages and salaries and make any and all withholdings required by law of Contractor's officers, agents, and employees in strict accordance with federal enactments and with the laws of the State of Mississippi and shall indemnify and hold harmless HCPHC against and from all damages, penalties and expenses of whatsoever nature resulting from failure so to do.

7.2 In the performance of the Services herein specified, the Contractor as well as any of Contractor's subcontractors shall comply with all federal, state, county, municipal and local laws, statutes, ordinances, orders, codes, rules and regulations applicable to the Services

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including, but not limited to, those relating to wages, working hours, overtime and working conditions. The Contractor agrees to accept exclusive liability for the payment of any and all payroll taxes or contributions for unemployment insurance or old age pensions or annuities which are measured by the wages, salaries or other remuneration paid to the employees of the Contractor or measured by the performance by Contractor, The Contractor further agrees to reimburse HCPHC for any of such of the aforesaid taxes and contributions as by law HCPHC may be required to pay. The Contractor agrees to comply with all valid administrative regulations respecting the assumption of liability for the aforesaid taxes and contributions and the supplying of information to the proper authorities.

8. COMPLIANCE WITH LAWS.

Each party shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Services, including all applicable environmental laws and regulations and air emission standards. Each party shall use only such methods as are consistent with safety, both as concerns each party, each party's agents and employees and property and the public in general. Each party (without limiting the generality of the foregoing) shall comply with all applicable local, state and federal environmentaland occupational safety and health acts and regulations. All FRA regulations shall be followed by Contractor when Services are performed on PBVR premises. If any failure by either party to comply with any such laws; regulations, and enactments shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the other party, then to the extent allowed by law, the noncomplying party shall reimburse and indemnify the other party for any such fine, penalty, cost or charge, including, without limitation, attorneys' fees, court costs and expenses. The non-complying party further agrees in the event of any such action, upon notice thereof being provided by the other party, and to the extent allowed by law, to defend such action of cost, charge,or expense to that party.

9. INSURANCE.

9.1 Each party shall, at its own cost and expense during the term of this Agreement, maintain the following insurance:

a) Workers' compensation coverage as required by state law.

b) Automobile Liability Insurance, including bodily injury and property damage, with coverage of at least One Million Dollars ($1,000,000.00) combined single limit or the equivalent.

c) Commercial General Liability or Railroad Liability insurance on an occurrence or claims made basis covering liability, including, but not limited to, Public Liability, Contractual Liability, Personal Injury, Property Damage, with coverage of at least Five Million Dollars ($5,000,000.00) per occurrence and Ten Million Dollars ($10,000,000.00) in the aggregate, Each party respectively shall be named as an additional insured.

9.2 Each party shall furnish to the other party certificates of insurance evidencing the required coverage and endorsement.The insurance company(s) issuing each policy(s) shall notify the party receiving

coverage under such policy(s) of cancellation thereof at least thirty (30) days prior tothe effective date of such cancellation.

9.3 The insurance policy(s) shall be written by a reputable insurance company, or companies.

10. INDEMNITY

10.1 Contractor agrees to indemnify, hold harmless, and take up the defense of HCPHC, itsagents, its employees and its agents' employees, from and against all claims, damages, losses and expenses, (including, without limitation, maintenance, repair and insurance costs), claims (including,withoutlimitation, those claims of product liability, strict liability in tort, patent infringement and the like) including reasonable attorney fees arising out of or resulting from or attributable to any negligent and intentional act or omission of Contractor related to Contractor's performance of its obligations under this Agreement, in the performance of Services and/or use of HCPHC's real or personal property.Contractor shall indemnify HCPHC for any and all payments made by HCPHC to its employee(s) as a result of a workers' compensationclaim of any such employee(s) arising from any negligent or intentional act or omission of Contractor.

10.2 In case any direct or indirect damage is done to existing roads, tracks, underground structures, sewers, etc. or to any operating equipment or fixtures, by or because of the Services not otherwise covered by this Agreement and its Exhibits hereto, in consequence of any act or omission on the part of Contractor, its employees, subcontractors, or agents, Contractor, at Contractor's own cost and expense, except when specified otherwise, shall restore such property, etc., to a condition equal to that existing before such damage was done.

10.3 In the event HCPHCand Contractor's joint negligence has resulted in such claims,damages, losses and expenses, then to the extent allowed by law, each party shall have liability in proportion to that party's degree of fault.

11. SAFETY INSTRUCTIONS.

HCPHC and Contractor shall freely exchange timetables, bulletins, personal policy standards, rules and/or any other written information that will affect the safety of personnel or property.

12. PERMITS AND LICENSES

Contractor shall obtain all necessary permits and/or licenses required to perform the Services contemplated by this Agreement. Such permits are to be obtained by Contractor at no additional expense to HCPHC.

13. CONTRACTOR'S BOOKSAND RECORDS - AUDITING

13.1 Contractor agrees that it will work with HCPHC's Finance Director to determine a mutually agreeable method to provide assurance to HCPHC that the Compensation paid by Contractor is proper.

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13.2 Contractor agrees that it will maintain comprehensive records of the Services performed under this Agreement. The Contractor will keep these records available for inspection by HCPHC auditors or its authorized representatives for a minimum period of three (3) years following completion of Services or expiration or termination of this Agreement or longer as required to satisfy AAR rules.Upon no less than five (5) days prior written notice, at any time during the three (3) year period, during which the records are maintained by the Contractor, HCPHC or its authorized representatives shall have the right to audit the Contractor's records to determine the accuracy of bills submitted by the Contractor under the Compensation Section hereof, Exhibit "B". The Contractor agrees to reimburse HCPHC for amounts billed to HCPHC that are not supported by the records maintained by the Contractor or, by the Services actually performed by the Contractor or for other fees and charges which should have been paid to HCHPC pursuant to Exhibit "B".

The Contractor agrees to submit payment to HCPHC for any Compensation which Contractor should have paid to HCPHC pursuant to **Exhibit "B"**.

13.3 Notwithstanding the foregoing, Contractor shall submit to HCPHCon a monthly basis a statement for thepriormonthbythetwentieth (20th) day ofthecurrentmonth,indicatingalllabor hour services billedby Contractor as aresult of Contractor's use of repair locations during theprior month,pursuantto the terms of this Agreement.

14. PATENT, COPYRIGHT AND OTHER INFRINGEMENTS

The Contractor shall indemnify, defend and hold harmless HCPHC from and against any and allclaims, lawsuits, judgments, losses, costs and expenses (including attorneys' fees) arising out of any claims or action made or brought against HCPHC to the extent that it is based on a claim that any product, equipment, design, or any other material or thing furnished by the Contractor, or used by the Contractor in performing Services under this Agreement, including without limitation, any computer software or related equipment or products, infringes upon patent, copyright, trademark, or other proprietary right of any third party, constitutes misappropriation of a trade secret, or constitutes misuse of a license.

15. ASSIGNMENT

All assignments of this Agreement by either party shall be subject to the other party's prior written approval, which written approval shall not be unreasonably withheld.

16. TERMINATION

16.1 Either party may terminate this Agreement on ninety (90) days prior written notice by mutual agreement due to business conditions.

16.2 Contractor or HCPHC may terminate this Agreement should the other party:

1) Go into liquidation, whether voluntary or involuntary; or

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

2) Take the benefit asdebtor of any insolvency law; or

3) Be judicially declared insolvent or bankrupt; or

4) Have a receiver appointed for all or a substantial part of such party's assets or business; or

5) Fail to make payments hereunder, and such failure is not cured within ten (10) days after written notice thereof is received by the defaulting party; or

6) Fail to perform any other obligation required of it hereunder, and such failure is not cured within thirty (30) days after written notice thereof is received by the defaulting party.

17. WAIVER OF DEFAULT

The waiver by either party of the breach or default of any condition, provision or agreement contained to be kept, observed or performed by the other party shall in no way impair the right of the nonbreaching party to avail itself of any remedy for any subsequent breach or default thereof.

18. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Contractor and HCPHC and specifying with particularity the nature and extent of such waiver, modification or amendment. This Agreement and the attachments attached hereto and made a part hereof constitute the entire understanding between Contractor and HCPHC and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Services or any part thereof.

19. NOTICES

19.1 All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed by transmission report or equivalent thereof), sent by a nationally recognized overnight courier (providing proof of delivery) or mailed by registered or certified mail (return receipt requested) to the Parties at the following addresses (or such other address for a Party as shall be specified by like notice):

(a) if to HCPHC to: Hancock County Port and Harbor Commission
PO Box 2267
Bay St. Louis, MS 39521
Attention: Steve Landry

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

(b) if to the Contractor, to:

The Andersons, Inc
480 W. Dussel Drive
P.O. Box 119
Maumee, Ohio 43537
Attn: Randy Thomure
Telecopy: (419) 891-2749
Confirm: (419) 891-6687

(c) with a copy to: Law Department
480 W. Dussel Drive
P.O. Box 119
Maumee, Ohio 43537
Fax Number (419) 891-6695
Confirm No.: (419) 891-6473

19.2 Any party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at this address using any other means (including personal delivery, expedited carrier, messenger service, telecopy, telex, U.S. mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient, Any party may change the address to which notices, requests, demands, claims and other communication hereunder are to be delivered by giving the other party notice in the manner herein set forth.

20. COUNTERPARTS.

This Agreement may be executed in any number of counterpartsand by different parties heretoinseparate counterparts each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

21. ALTERNATE DISPUTE RESOLUTION.

If at any time a question or controversy shall arise between the parties hereto in connection withthe Agreement upon which the parties cannot agree, then the Contractor's on-site manager and a HCPHC representative shall attempt to resolve such dispute. If such negotiations are unsuccessful, management employees of each party shall negotiate in good faith in an attempt to reach agreement with regard to such dispute, If the parties are unable to reach agreement within thirty (30) days, either party shall be free to pursue available legal remedies.

22. MISCELLANEOUS.

22.1 Any legal action by either party against the other party with respect to this Agreement must begin within two (2) years after the cause of action arises,

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

22.2 This agreement shall be construed in accordance with and governed by the local laws of the State of Mississippi.

22.3 Sections 4, 6, 7, 10, 13 and 14 shall survive termination of this Agreement.

22.4 In the event that any provisions of this Agreement or any amendment hereof shall be held to be invalid or unenforceable by a court having jurisdiction over the interpretation and enforceability of the terms of this Agreement, the same shall not affect, in any respect whatsoever, the validity or enforceability of the remaining provisions of this Agreement or any such amendment or modification hereof In the event any provision of this Agreement or any amendment hereof which is held or found to be invalid or unenforceable, may be made valid and enforceable by revisingthe verbiage utilized herein and still retain its original intent, then, and in such event, the parties hereto agree to modify this Agreement by execution of a written amendment hereof in such manner as may be necessary to make such provisions valid and enforceable.

{Signature Page to Follow}

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the date first herein written

ATTEST:

Harry J. Farve, Secretary

HANCOCK COUNTY PORT AND HARBOR COMMISSION

By: Robert R. Kane, President

ATTEST:

Timothy A. Kellar, Chancery Clerk

HANCOCK COUNTY BOARD OF SUPERVISORS

By: Lisa Cowand, President

ATTEST:

THE ANDERSONS, INC.

By: Rasesh H. Shah

Title: President, Rail Group

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

EXHIBIT A
LEASE AGREEMENT

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

EXHIBIT B
COMPENSATION

1. **In-Shop or MobileAAR Repairs for Railroad Cars:** Billing for Interchange Repairs, both labor and materials, will be at full AAR rates.By the fifteenth day of each month, Contractor shall pay to Railroad twenty-five percent (25%) of the AAR hourly rate billed for labor on cars for the preceding month, with the first Nine Thousand Dollars ($9,000) forgiven, which represents current agreed to rent under the Lease Agreement. The Nine Thousand Dollars ($9,000) is subject to change based on any changes in rent agreed to by the parties under the Lease Agreement. Railroad shall receive no credit from Contractor from any material used to repair rail cars. There will be no switching charges related to Cars being billed for Interchange Repairs.

2. **In-Shop or Mobile Repairs on Repair Locations:** Contractor shall also pay to Railroad twelve percent (12%) of the hourly rate per hour billed for labor on contractor cars for the preceding month. This amount is also subject to and included when calculating the amount forgiven, as described in the aforementioned paragraph.

3. **In-Shop or Mobile Repairs for on Repair Locations:** Contractor shall also pay to Railroad twelve percent (12%) of the hourly rate per hour billed for labor on third party owned or leased rail cars for the preceding month. This amount is also subject to and included when calculating the amount forgiven, as described in the aforementioned paragraph.

4. **Incremental Compensation Cap:** Compensation to HCPHC for the portion of the work that represents the topfive percent (5%)of repairsunder paragraph one and top two percent (2%) of paragraphs 2 & 3 will be capped at a combined amount of Fifty Thousand Dollars ($50,000) annually.

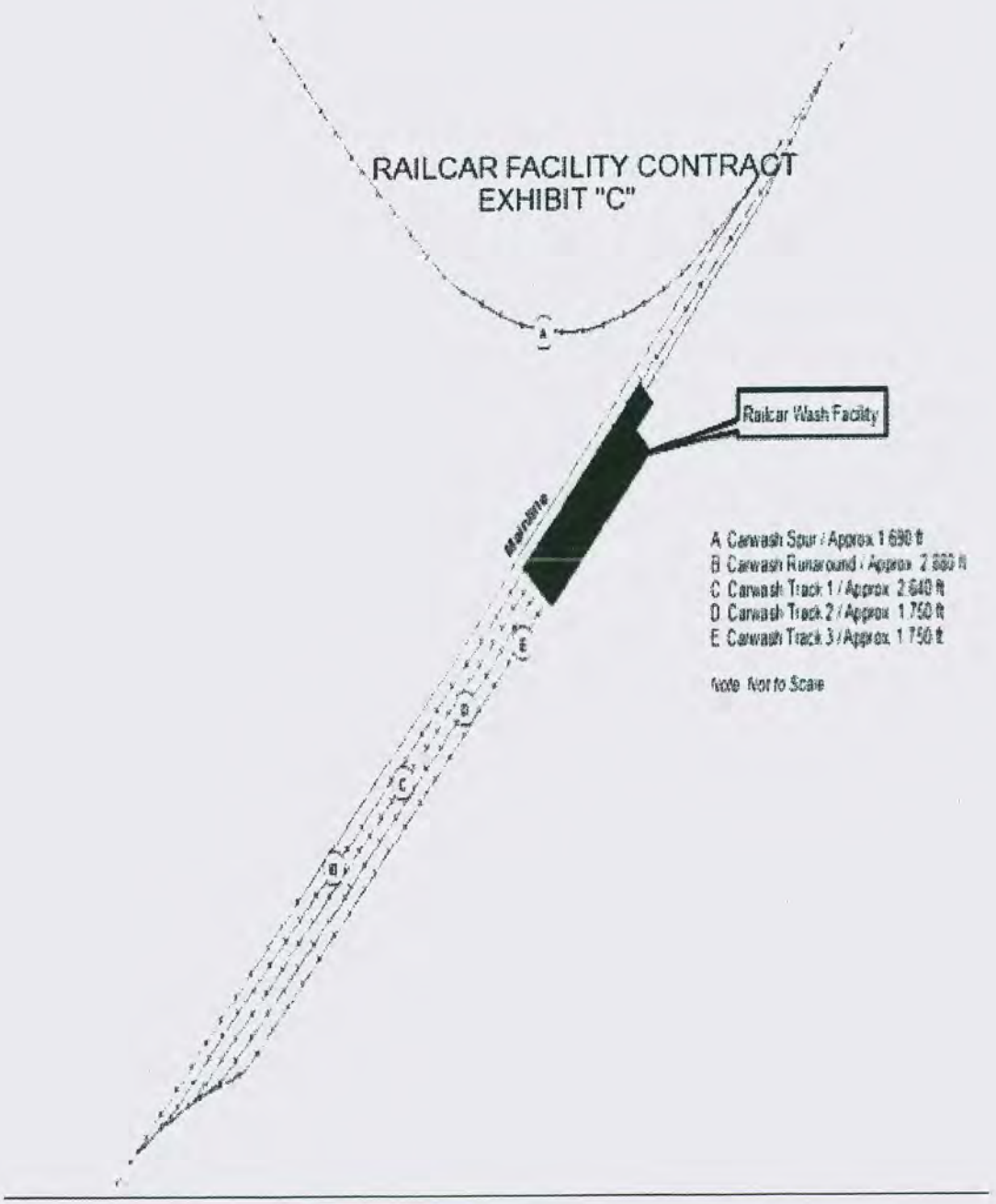
5. **AAR Exceptions**: All exceptions from car owners to any repairs made by Contractor will be delivered to Contractor (if received by HCPHC) for Contractor's review and reply to car owner. Should Contractor allow any exception taken by car owners, Contractor shall issue Counter Billing Authority (CBA) and will process when invoice is rendered for payment.

6. **Billing Process**: Contractor will bill HCPHC for all repair work called in on HCPHCowned or HCPHC controlled Cars, except where HCPHC provides to Contractor the Car owner/billing agency contact information and written approval from agency to be billed; to accomplish the desired work. With the above information provided, Contractor will bill directly to the appropriate party.

As HCPHC's Agent for Interchange Repairs, Contractor shall prepare Billing Repair Cards in accordance with the AAR Office Manual for all Interchange Repairs and shall render all billing and invoices to the Responsible Party as applicable. All billing shall be in an AAR format containing description of work performed, along with associated AAR job codes and qualifiers.

Contractor will be responsible for processing all billing and responsible for all collection of payments due Contractor for all Contractor Controlled Rail Car work.

EXHIBIT C
REPAIR LOCATIONS



Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Exhibit "B"

Port Bienville Industrial Park Tariff No. 1-A,

Port Bienville Railroad Freight Tariff Port Bienville Railroad 8000-A,

Supplement 1 to Freight Tariff Port Bienville Railroad 8000-A

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A

TITLE PAGE
REVISED

TARIFF NO. 1-A

Revised 06/04/2012

SCHEDULE OF CHARGES, RULES AND REGULATIONS FOR

WHARFAGE, HANDLING, STORAGE AND SERVICES

APPLICABLE AT

PORT BIENVILLE INDUSTRIAL PARK

APPROVED BY HANCOCK COUNTY PORT AND HARBOR COMMISSION
ON May 29, 2012

ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

ISSUED BY:

HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521
TELEPHONE: (601) 467-9231
FAX: (601) 467-9341

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A TARIFF NO. 1-A PAGE 1
REVISED

SUPERSEDES AND CANCELS TARIFF # 1

CHECK SHEET

(*) Indicates new or revised page included in this filing.
Original page designated as 0.

PAGE	REVISION	PAGE	REVISION
TITLE	1*	5	2*
1	1*	6	1*
2	1*	7	1*
3	1*	8	2*
4	1*	9	1*

CANCELLATION OF PAGES

Unless otherwise provided, amendment of a page will be made by reprinting the page and showing the revision number. The revision numbers will be used in consecutive numerical order beginning with "1st Revised Page". A revised page cancels any un-canceled revised or original page(s), which bear the same page number.

ABBREVIATIONS AND REFERENCE MARKS ITEM 110

*	Denotes change in wording	+	Denotes increase in charges
@	Denotes new provision	%	Denotes reduction in charges

N.T.	Net ton (2,000 pounds)
USDA	United States Department of Agriculture
FMC	Federal Maritime Commission
DOT	United States Department of Transportation

REVISION ISSUED: July 2, 2012
REVISION EFFECTIVE: June 4, 2012

ISSUED BY:
HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A TARIFF NO. 1-A PAGE 2 REVISED

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ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

ISSUED BY:
HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A TARIFF NO. 1-A PAGE 3 REVISED

DEFINITIONS

DAYS AND HOLIDAYS ITEM 5

In computing charges, a day is a period of 24 consecutive hours or fraction thereof of any calendar day or days.
Holidays are defined as Christmas Day, New Year's Day, Memorial Day, Independence Day, and Thanksgiving Day.

PORT AUTHORITY ITEM 10

Port Authority, when used herein, is the Hancock County Port and Harbor Commission as prescribed by law.

DOCKAGE ITEM 15

A charge against the ship or vessel for the use of the wharves, mooring facilities, or other facilities within the Port Bienville Industrial Park The charge is based upon the length of the ship or barge as determined by the Port Commission's rules. The ship or vessel is responsible for this charge. **Nothing herein shall prohibit the Port Authority from assessing any other charges under any other provision of this Tariff No. 1-A.**

LAY BERTH ITEM 20

A privilege granted upon request for a ship or vessel to berth at a wharf, pier, bulkhead structure, or bank.

WHARVES ITEM 25

Wharves and facilities, whether public or private, within the Port Bienville Industrial Park.. **Nothing herein shall prohibit the Port Authority from assessing any other charges under any other provision of this Tariff No. 1-A.**

PORT BIENVILLE INDUSTRIAL PARK ITEM 30

The lands and waters, and interests therein, under the management, supervision and control of the Port Authority.

STEVEDORE ITEM 35

One who works at or is responsible for the loading and unloading of a ship or vessel within the jurisdiction of the Port Authority.

SHIP AND VESSEL ITEM 40

A "ship" is any self-propelled sea-going vessel. A "vessel" is any type of floating equipment or object including barges.

ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

ISSUED BY:
HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521

DEFINITIONS, CON'T.

WHARFAGE ITEM 45

A charge assessed against all cargo passing or conveyed over, onto, or under wharves, whether public or private, and the transit sheds built thereon or between ship or vessel when berthed at the wharf, pier, bulkhead structure(s) or banks, any of which whether public or private, within the jurisdiction of the Port Commission.

RULES AND REGULATIONS

JURISDICTION ITEM 100

The Port Authority has jurisdiction control over, and the power to regulate, fix and enforce rules and charges for the use of the harbor, channel, warehouses, freight handling machinery, equipment, and all other property and facilities owned and/or operated by it in accordance with applicable law.

Normal operations are conducted through the Commission's appointed Port Director.

APPLICATION AND INTERPRETATION OF TARIFF ITEM 105

Rates, rules and regulations contained herein, or as amended, shall apply equally to all users at and to all waterways, terminals, and facilities of the Port Authority except as otherwise provided. The use of the waterways, facilities, and/or services under the jurisdiction of the Port Authority shall constitute a consent to the terms and conditions herein and evidences an agreement on the part of all carriers, vessels, barges, their owners and agents or all other users of such waterways, services, and/or facilities, to pay all charges specified herein to be governed by all rules and regulations set forth in this tariff.

All reference to harbor masters, pilots, boatmen, stevedores, surveyors, watchmen, police, ship chandlers, ship agents and all other persons engaged in providing any type of service or operation on or at any waterway, road or facility, will be governed by "TITLE 59," Mississippi Code, 1972, Annotated.

ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

RULES AND REGULATIONS

MARINE LOSS OR DAMAGE TO CARGO OR VESSELS ITEM 125

The Port Authority assumes no responsibility for marine loss or damage to any cargo of any description, nor assumes any responsibility for marine loss or damage to any vessel, barge, tug boat, or other craft while within the harbor limits of Port Bienville Industrial Park or other places.

DOCKAGE/WHARFAGE AT OTHER THAN PUBLIC WHARVES ITEM 130

The Port Authority reserves the right to assess wharfage or dockage charges against any commodity received from and/or discharged to, or to ships utilizing, respectively, the water over which the Port Authority has jurisdiction.

HAZARDOUS MATERIALS OR SUBSTANCES ITEM 135

Shipments of articles classified as hazardous materials or hazardous substances by the United States Department of Transportation will be accepted only after a full compliance by shippers or carriers with these rules and regulations or as amended. Wharfage and handling facilities will not be provided except under special circumstances approved by the Port Director.

MEASUREMENT OF SHIPS OR VESSELS ITEM 140

The Port Authority reserves the right to measure all ships or vessels when deemed necessary; said measurements to be used by the Port Authority as a basis for any and all charges. For purpose of determining charges under this tariff, the term "length" or "over-all length" of a ship or vessel shall be that length measured from the extreme forward point to the extreme aft point of the ship or vessel as may appear in the Certificate of Registry for the ship or vessel. With respect to ships engaged in foreign, coastwise, or intracoastal trade, such measurements appearing in Lloyd's Register will be acceptable as evidence thereof.

REVISION ISSUED: July 2, 2012
REVISION EFFECTIVE: June 4, 2012

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

RULES AND REGULATIONS

REQUEST FOR STATEMENT OF TONNAGE ITEM 145

All ships or vessels, their owners or agents, or any other persons, firms or corporations shall furnish without delay, but in not greater than seven days, a statement showing weight (weight and measure in cubic meters if by commodities including bunkers, and if containerized the number of units and size, covering any shipments or cargo in the transit sheds, or wharves, or occupying space on any other property under the control of the Port Authority.

ASSIGNMENT OF BERTH, SHEDDAGE, MOORING AND MARGINAL TRACK ITEM 150

All vessels, barges, or other water craft, or their owners or agents, desiring berth and/or marginal tracks, sheddage assignment, open dock use, anchorage, mooring place, or any other facility shall, as far as possible but not later than 48 hours in advance of the date of docking to load or unload if space is available, make application thereof to the Port Director in writing specifying the date of docking, sailing, and the nature and quantity of cargo to be handled. The Port Director reserves the right to decline any application at its discretion. All assignments shall be at the discretion of the Port Director.

VACATE OF BERTH ITEM 155

Any vessels, barges or other watercraft occupying a berth under Item 150 may, at the sole discretion of the Port Director, be ordered to vacate the berth due to accommodation of another vessel for the working of cargo or whenever such occupancy poses a potential hazard. Failure to vacate the berth as ordered will result in a penalty to be twice the applicable dockage rate. The imposition of such a penalty shall not affect the right to have the vessel removed at the expense and risk of the owner or charterer.

RATES AND CHARGES

ASSIGNMENT OF WHARFAGE CHARGES ITEM 200

All cargo shall be subject to the wharfage charges as follows:

(1.) When cargo is placed onto wharves, docks, landing, mooring facilities, or other structures, any of which whether public or private, for handling to or from ship or vessel; or

(2.) When cargo is placed on the public or private wharves for outbound movement and is not subsequently loaded aboard a ship or vessel but is removed from the wharves; or

(3.) When cargo is transferred over or under such wharves, docks, landings, mooring facilities, or other structures, any of which whether public or private, to or from ship or vessel; or

(4.) When cargo is delivered to or received from ships or vessels by other water craft, or when transferred over the side of ships or vessels directly to or from the water;

(5.)(a) When ships or vessels are moored outside of other water craft occupying berths at wharves, dock landings, mooring facilities or other structures, any of which whether public or private;

(b) When ships or vessels are occupying berths at wharves, dock landings, mooring facilities or other structures, any of which whether public or private;

(c) When ships or vessels are anchored, partly anchored, or partly moored to wharves, docks, or other structure, any of which whether public or private, in any area within the jurisdiction of the Port Authority.

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

RATES AND CHARGES

The rate for wharfage is as follows:

	COMMODITY	RATE
1.	General Commodities N.O.S.	$1.32 per net ton
2.	Hazardous Cargo	$2.69 per net ton
3.	Bulk Commodities N.O.S. (or 40 cubic feet, whichever is greater)	$0.60 per net ton
4.	USDA (bagged commodities)	$0.60 per net ton
5.	Forest Products	$0.35 per net ton
6.	Iron and/or Steel Articles, N.O.S.	$1.00 per net ton
7.	Fabricated Steel, N.O.S.	$1.25 per net ton

ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

RATES AND CHARGES

DOCKAGE ITEM 205

The dockage charge shall be **0.72 cents** per lineal foot of the ship or vessel for 1st 48-*hour* period and a charge of **0.36 cents** per lineal foot for every day thereafter.

All carriers, vessels, their owners and/or agents or other users of the facilities placed on the delinquent list for reasons provided herein shall be denied further use of the facilities by the Port Director until all charges have been paid.

CONTAINER STORAGE ITEM 210

All cargo containers stored outside of the leased ship terminal area as defined by lease agreements between the Port Authority and lessee will be assessed a storage charge of:

$1.00 per Container per Day

MISCELLANEOUS CHARGES ITEM 215

All other types of charges not otherwise specified herein will be quoted on request from the Port Director.

PERMITS ITEM 220

All commercial ship, vessel or other transportation mode operators will be required to have a one (1) year entry permit issued by the Port Authority in order to conduct business on Port Bienville. Such permit shall be issued based on criteria establish by the Port Authority and require a payment of $50.00 administrative fee applicable to all transportation equipment under control of the permit holder.

ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

PBVR 8000-A
(Cancels PBVR 8000)

PORT BIENVILLE RAILROAD

FREIGHT TARIFF PBVR 8000-A

(Cancesl Freight Tariff PBVR 8000)

NAMING
RULES AND CHARGES GOVERNING
SWITCHING
ALSO
STORAGE CHARGES
APPLYING
BETWEEN AND AT
STATIONS ON THE
PORT BIENVILLE RAILROAD

LOCAL TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

ISSUED: April 1, 2002

EFFECTIVE: May 1, 2002

ISSUED BY
Gregory A. Deakle, Deputy Director
Port Bienville Railroad
P. O. Box 2267
Bay St. Louis, MS 39521

(The provisions published herein, if effective, will not result in an effect on the quality of the human environment.)

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 10

REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

When reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to successive issues ofsuch tariffs and reissues of such items, notes, rules, etc.

ITEM 20

METHOD OF CANCELLING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 445-A cancels Item 445 and Item 365-B cancels Item 365-A in a prior supplement which, in turn, cancelled Item 365.

ITEM 30

SUPPLEMENTS AND REISSUES

When reference is made in this tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof."

Where reference is made in this tariff to items, it includes "reissues" of such items.

RULES AND OTHER GOVERNING PROVISIONS
RULES AND REGULATIONS - LIMITED

ITEM 75

HOLIDAYS
(Applicable only when specific reference is made to this item.)

Holidays mean the following (See Note):

New Year's Day
Thanksgiving Day
Labor Day
Memorial Day
Independence Day
Washington's Birthday
Christmas Day

In the event any of the above holidays occur on Sunday, the following Monday will be considered as a holiday for the purpose of this item.

Note - Where Federal Law provides for the above holidays,the dates observed will be as provided by Federal Law, except where provisions of State laws vary, the date of the day decreed by the different States for the above holiday or otherwise and generally observed in lieu of the Federal holiday will be treated as the holiday.

SECTION 1
SWITCHING RULES AND CHARGES

ITEM 100

DEFINITION OF INTRA-PLANT SWITCHING

A switching movement from one track to another or from one location to another on the same track within the same plant or industry located on the PBVR.

ITEM 200

DEFINITION OF INTRA-TERMINAL SWITCHING

A switching movement (other than intra-plant switching) between private or assigned sidings located on tracks of the PBVR within the switching limits of one station or industrial switching district.

ITEM 300

SUBSEQUENT SWITCH MOVEMENT

An additional switch movement after delivery of carload freight has been accomplished either by placing on public, private or assigned sidings or on interchange tracks.

ITEM 400

SPECIAL SWITCHING

Switching other than that performed under normal conditions and during normal business hours of the PBVR (See Note):

Note -Normal business hours of the PBVR are from 7:00 a.m. to 3:30 p.m. Monday through Friday, except for Holidays as listed in Item 75.

ITEM 500
[I]

INTRA-PLANT SWITCHING CHARGE

The PBVR will perform intra-plant switching at a charge of $75.00 per car.

ITEM 600
[I]

INTRA-TERMINAL SWITCHING CHARGE

The PBVR will perform intra-terminal switching at a charge of $125.00 per car.

ITEM 800

SPECIAL SWITCHING CHARGE

The PBVR will perform special switching at a charge of $150.00 per hour, minimum two (2) hours. Normal switch movement charges will be applied in addition to the after hour rate.

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

SECTION 2
STORAGE RULES AND CHARGES
(Rates in Dollars and Cents Per Car, except as otherwise provided)

ITEM 1000

STORAGE

For the purpose of assessment of railroad car storage charges provided in this tariff, a day shall be considered any twenty-four (24) hour period or fraction thereof beginning at 12:01 a.m. following receipt of railroad car.

Storage rate for all railroad cars at the option of the PBVR shall be $10.00 per day per car.

-END -

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

SUPPLEMENT
TO
PBVR 8000-A

PORT BIENVILLE RAILROAD

SUPPLEMENT 1
TO
FREIGHT TARIFF PBVR 8000-A

NAMING
RULES AND CHARGES GOVERNING
SWITCHING
ALSO
STORAGE AND MISCELLANEOUS CHARGES
APPLYING
BETWEEN AND AT
STATIONS ON THE
PORT BIENVILLE RAILROAD

LOCAL TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

ISSUED: June 4, 2007 EFFECTIVE: June 24, 2007

ISSUED BY
Port Bienville Railroad
P. O. Box 2267
Bay St. Louis, MS 39521

(The provisions published herein, if effective, will not result in an effect on the quality of the human environment.)

SECTION 2
STORAGE RULES AND CHARGES
(Rates in Dollars and Cents Per Car, except as otherwise provided)

ITEM 1000

STORAGE

For the purpose of assessment of railroad car storage charges provided in this tariff, a day shall be considered any twenty-four (24) hour period or fraction thereof beginning at 12:01 a.m. following receipt of railroad car.

Storage rate for all railroad cars at the option of the PBVR shall be $10.00 per day per car.

SECTION 3
MISCELLANEOUS RULES AND CHARGES

ITEM 1500
[A]

WEIGHING AND REWEIGHING

When a car is weighed or reweighed, either loaded or empty, at the request of consignor, consignee, connecting railroad, or as may be deemed necessary by this railroad, a charge of $350.00 per car will be assessed requesting party (See Exceptions 1, 2 and 3).

In addition to the above charge, a switching charge of $125.00 per car will be assessed for moving car to and from scales.

Exception 1 - On inbound cars found to be overloaded, charges to be assessed interchanging railroad.

Exception 2 - On outbound cars found to be overloaded, charges to be assessed consignor.

Exception 3 - The above switching charge will not be assessed when weights are used to ascertain freight charges.

-END -

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Exhibit "C"

Port Bienville Water and Sewer Ordinance

HANCOCK COUNTY PORT AND HARBOR COMMISSION

HANCOCK COUNTY, MISSISSIPPI

WATER AND SEWER USE ORDINANCE

HANCOCK COUNTY PORT AND HARBOR COMMISSION

REVISED: JUNE 2000

OFFICIALS OF THE

HANCOCK COUNTY PORT AND HARBOR COMMISSION

AT THE TIME OF THIS ORDINANCE REVISION

COMMISSIONERS

DAVID N. MCDONALD	PRESIDENT
LOUIS BROWN	VICE PRESIDENT
HARRY FARVE	SECRETARY
LOUIS HALL	TREASURER
CURTIS COLSON	BOARD MEMBER
ROBERT KANE	BOARD MEMBER
KEVIN HILL	BOARD MEMBER

HAL WALTERS	EXECUTIVE DIRECTOR
ROBERT GENIN	COMMISSION ATTORNEY
STEPHEN LANDRY	FACILITIES MANAGER

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Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

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PREFACE

This ordinance constitutes a complete revision of the general and permanent ordinances of the Hancock County Port and Harbor Utility System, Hancock County, Mississippi.

Source materials used in the preparation of the Ordinance were in the 1963 enacted ordinances subsequently adopted by the Commission.

The two chapters of the Ordinance have been arranged with the water being the first and the sewer the second chapter, and the various sections within each chapter have been catch-lined to facilitate usage.

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CHAPTER ONE
WATER USE ORDINANCE

SECTION 1-1 – TITLE

1-1.1 This Ordinance May Be Cited As The "Hancock County Port and Harbor Commission Water Use Ordinance"

SECTION 1-2 – BASIC REQUIREMENTS

1-2.1 General - Except as in compliance with this ordinance, the connection to any one of the Commission's Waterworks Systems by any person shall be unlawful.

1-2.2 Applicability - This ordinance shall be applicable to the provision of potable water only. Any person requiring water for process or other industrial purposes shall provide it through the drilling of private onsite wells. Such wells shall be drilled in accordance with the applicable State and Federal requirements, and the Commission shall be notified of such activity and be given a copy of any permit resulting therefrom.

SECTION 1-3 – CONNECTIONS.

1-3.1 Connection to Distribution System - All persons, or their duly constituted agents thereof, owning, leasing, or occupying improved real property in areas under the jurisdiction of the Commission, shall make a written application to connect their property to the Commission's Waterworks System. Application forms are available at the Commission's office.

1-3.1.1 It shall be unlawful for any person or persons to tamper with, remove, adjust, repair, or make any connection with any part of the Commission's Waterworks System, including the water meter and all accessories without written approval.

1-3.1.2 It shall be unlawful for any person or persons to tamper with, connect to, or turn on any of the Waterworks System hydrants without written approval.

1-3.2 Separate Connections - Each parcel or lot shall be separately connected to the Waterworks System and such connections shall have a separate cut-off valve, water meter and a backflow preventer. The owner or lessee of each parcel or lot shall be responsible for the charges for all water consumed in each premise at the established rates.

1-3.3 Manner of Connections - Connections to the Commission's Waterworks System shall be made in accordance with the rules and regulations of the Mississippi State Board of Health and with the rules and regulations contained in this Ordinance.

1-3.4 Commission's Connection Responsibilities - The service line connection from the Waterworks System to the property line will be made by the Commission and will include the installation of the cutoff valve, meter and meter box. Backflow preventers shall be provided and installed by the customer.

1-3.5 Owner/Lessee's Connection Responsibilities - Each property owner or lessee who connects to the Commission's Waterworks System shall make all required connections from his property line to the premises, including the installation of a backflow preventer.

1-3.6 Commission Approval.

1-3.6.1 Plans and specifications of the water system from the property line up to and including the premises shall be submitted to, and approved by the Commission, prior to connection to the Waterworks System. The plans and specifications shall be prepared by or under the direct supervision of an engineer licensed in Mississippi and be stamped by same.

1-3.6.2 Unmetered fire protection systems will not be permitted without prior approval from the Commission.

1-3.7 Disinfection.

1-3.7.1 All pipe fittings, valves, etc., used in making connections to the Commission's Waterworks System must be properly disinfected in accordance with American Water Works Association (AWWA) Standard C-601 "Standard for Disinfecting Water Mains", and flushed prior to being placed in service.

1-3.7.2 All disinfection procedures shall be observed by a responsible agent of the Commission.

SECTION 1-4 – MATERIALS

1-4.1 Water Lines (4" and Larger).

1-4.1.1 All water lines with a nominal diameter of four (4) inches and larger shall be either ductile iron or polyvinyl chloride (PVC).
Ductile iron pipe shall conform to AWWA Standard C-150 and C-151. The pipe shall be class 52 and shall meet all requirements for push-on rubber gasketed joints in accordance with AWWA Standard C-111. All ductile iron pipe shall be cement lined and seal coated in accordance with AWWA Standard C-104, standard thickness.
PVC pipe shall conform to AWWA Standard C-900. The pipe shall be class 150, DR-18.

1-4.1.2 Manufacturer's Certificate of Conformance with these standards shall be furnished to the Commission when the material is delivered to the site.

1-4.2 Water Lines (Smaller Than 4") - All water lines and fittings with a nominal diameter of smaller than four (4) inches shall be polybutylene pressure pipe meeting the requirements of AWWA Standard C-902. The pipe shall be Class 200, DR-9 with fusion fittings. Only compression-couplings with inserts or flared couplings shall be acceptable. Hot flared or hose connections will not be permitted.

1-4.3 Fitting (4" and Larger) - All fittings for use on water lines with a nominal diameter of four (4) inches or larger shall be ductile iron conforming to AWWA Standard C-110.

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The fittings shall have a pressure rating of 250 pounds per square inch and be cement lined and seal coated in accordance with AWWA Standard C-104, standard thickness.

1-4.4 Corporation Stops - Corporation stops shall be of standard manufacture and shall be installed with service clamps.

1-4.5 Backflow Preventers.

1-4.5.1 Backflow preventers 2" and larger shall be of the reduced pressure principle type (for high hazard connections) in conformance with AWWA Standard Specification C-506, flanged ends, Cla-Val Co., Model RP-4, or approved equal. For low hazard double checks may be used.

1-4.5.2 Backflow preventers shall be equipped with non-OS and Y shutoff valves, automatic pressure differential relief valve, check valves, and four (4) test cocks.

1-4.5.3 Backflow preventers ¾" through 1-1/2" shall be of the reduced pressure principles type, Cla-Val Co., Model RP-2, or approved equal.

SECTION 1-5 – CHARGES AND FEES

i. New Service Lines & Connection Fees

1.5.11 Based on the estimated water needs listed on the Application, and expected peak flows, the Commission will assign a service size connection to each applicant, and shall charge the following rates for the connection from the Waterworks System to the property line:

Size of Tap and Meter	Cost of Connection
¾" and 1"	$1,000.00
1-1/2" and 2"	$2,000.00
3"	$3,000.00
4"	$4,500.00

1-5.1.2 Service connections larger than 4" shall be paid at the actual cost of the installation per construction costs to the Commission.

1-5.1.3 Any applicant which has performed its own water needs evaluation may request a desired service line size by submitting supporting data with their Application.

1-5.1.4 Charges shall be due and payable upon written application for water service and prior to connection by the Commission.

1-5.2 Charges For Non-Payment and Delinquent Accounts - If water service to a customer is discontinued by the Commission due to non payment of the water bill or delinquent account, a service charge of $25.00 will be charged for the reinstatement of water service.

1-5.3 Monthly Water Rates - The following monthly rates shall be charged for water service furnished by the commission:

First 12,000 gallons, minimum bill	$50.00
Thereafter, each 1,000 gallons or Fraction thereof	$ .80

1-5.4 Reconnection fees - The Commission shall charge a one-time reconnection fee for any changes in accounts as follows:

Customer change to an existing account	$100.00
Reconnection of an existing account	$100.00

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APPLICATION FOR WATER AND SEWER CONNECTION

HANCOCK COUNTY PORT AND HARBOR COMMISSION
HANCKCK COUNTY, MISSISSIPPI

Date of Application:_____

Name of Applicant:_____

Mailing Address:_____
_____
_____
_____

Location of Requested
Service Connection: _____
(Parcel No. And Road Name)_____

Inventory of Proposed Fixtures (Number of Units):

Water Closets (____) Urinals (____) Lavatories (____)
Kitchen Sinks (____) Service Sinks (____) Showers(____)
Dishwashers (____) Washing Machines (____) Slop Sinks (____)
Drinking Fountains (____) Garden Hoses (____) Other Hoses(____)
Other Fixtures (Describe _____
Below is for Commission's use only-DO NOT WRITE

Date sewer and water locations marked: _____
Date sewer Connection Made: _____
Date Water Meter Installed: _____
Meter Number and Size: _____
Remarks: _____
_____
_____

SECTION 1-6 – SAFE DRINKING WATER ACT

1-6.1 Ordinance Requirement - This ordinance has been required by the Mississippi State Board of Health pursuant to the Mississippi Safe Drinking Water Act of 1997 (Sections 41-26-1 through 41-26-101, Mississippi Code of 1972, Annotated).

1-6.2 Definitions.

(a) The definitions as stipulated by the Hancock County Port and Harbor Commission and in the Mississippi State Board of Health Environmental Regulations as published under Division 300, Part 301, Public Water Systems primary drinking water, are hereby adopted.

(b) Commission - shall mean Hancock County Port and Harbor Commission.

(c) Director - shall mean the Executive Officer of the Hancock County Port and Harbor Commission or authorized agent.

(d) Ordinance - shall mean primary drinking water regulations promulgated by the Commission pursuant to the Mississippi Department of Health primary drinking water regulations.

(e) Backflow - shall mean the reversal of normal flow direction where water flows from the intended point of delivery towards the supply.

(f) Cross Connection - shall mean any direct interconnection between a public water system and a non-public water system or other source, which may result in the contamination of the drinking water provided by the public water system. This definition includes any arrangement of piping where a potable water line is connected to non-potable water; it may be a pipe-to-pipe connection where potable and non-potable water lines are directly connected, or a pipe-to-water connection where the potable water outlet is submerged in non-potable water. If the potable and non-potable source are separated by gate valves, check valves or devices other than the appropriate backflow preventer as outlined by this regulation, a cross connection exists. By-pass arrangements, jumper connections, swivel or change over assemblies, or other temporary or permanent assemblies through which, or because of which, backflow may occur are considered to be cross connections.

1-6.3 Coverage.
This regulation shall apply to each water system customer of the Commission, except it shall not apply to a private water system:

(a) Which consists only of distribution and storage facilities which does not have any connection to the Commission's water facility.

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(b) Which obtains all of its water from, but is not owned or operated by, a customer of the Commission to which such regulation applies; and

(c) Does not sell water to any Commission customer.

1-6.4 Cross Connections

1-6.4.1 Cross Connections - No Commission Customer shall install, permit to be installed, or maintain any cross connection between the Commission's water system and any other Commission customer's water system or a line from any container of liquids or other substances, unless an approved backflow prevention assembly is installed between the Commission's water system and the source of contamination. Direct connections between the Commission's water supply and sewer or storm sewer are prohibited.

1-6.4.2 Low Hazard Cross Connection - A connection between the Commission's water system and a service or other water system not hazardous to health but not meeting established water quality standards for public water systems and not cross connected within its system with a potentially dangerous substance shall be considered a low hazard category cross connection. An appropriate backflow prevention assembly or device approved by the Director for low hazard cross connections shall be installed.

1-6.4.3 High Hazard Cross Connection - A connection between the Commission's water system and a customer's water system or other source of contamination which has or may have any material in the water dangerous to health, or connected to any material dangerous to health, that is or may be handled under pressure, or subject to negative pressure, shall be considered a high hazard category cross connection. The cross connection shall be eliminated by air gap separation or shall be protected by the installation of an appropriate backflow prevention assembly or device approved by the Port and Harbor Director or his designee.

1-6.4.4 Distinction Between Low and High Hazard Cross Connection - The distinction between low hazard cross connection and high hazard cross connection shall be made by an authorized representative of the Commission's water system subject to review by the Mississippi Department of Health.

1-6.5 Responsibility of Commission Customer

1-6.5.1 Cross Connection Control - All public water supplies are required to enforce a cross connection control policy or ordinance that is equivalent to or more stringent than the standard policy format provided by the Mississippi Department of Health. This policy or ordinance shall establish a cross connection control program consisting of the following:

(a) Locating and eliminating unprotected cross connections.

(b) Preventing the occurrence of new cross connections within the public water system.

(c) Maintaining records pertaining to the location of existing backflow prevention assemblies, type and size of each assembly and results of all tests performed on backflow prevention assemblies by a tester certified by the Department.

1-6.5.2 Cross Connection Surveys - It shall be the responsibility of the customer to conduct surveys and on-site visits as necessary to locate existing cross connections. This survey shall be performed by an authorized representative of the customer's water system utilizing established written guidelines as published by the Mississippi Department of Health.

a) Each customer of the Commission's water system shall complete an initial cross connection survey within one year of connection to the commission's water system or the effective date of this ordinance. The Commission may authorize an extension of time for completion of the survey based upon written evidence of good cause.

b) Upon completion of the required cross connection survey, the responsible official of each customer of the Commission's waster system shall certify to the Commission that the required survey has been properly completed in accordance with the written guidelines published by the Mississippi Department of Health.

c) When a cross connection is identified, the customer of the Commission's water system shall notify in writing, within ten (10) days, the Commission of the cross connection and that the cross connection must be eliminated or protected by the installation of the appropriate backflow preventer within the given time.

d) If the Commission determines that the cross connection is a high hazard category cross connection, it shall be eliminated or protected by the installation of the appropriate backflow preventer within ninety (90) days of notification.

e) If the Commission determines that the cross connection is a low hazard category cross connection, it shall be eliminated or protected by the installation of the appropriate backflow preventer within one (1) year of notification.

f) Any backflow prevention devices or assemblies installed to protect the Commission's water system against the possibility of backflow from a customer's water service prior to the adoption of these regulations shall be governed by these regulations. Each customer of the Commission's water system shall ensure that existing backflow preventers are inspected and tested within ninety (90) days of identification.

1-6.6 Installation of Backflow Preventer – All customers of the Commission's water system shall install the proper type of backflow prevention assembly after the water meter. All backflow prevention devices shall be installed at a final elevation of at least fourteen (14) inches above final grade.

1-6.7 Commission Water System Enforcement Actions.
In the event a customer refuses to comply with the cross connection control provisions of this ordinance or the installation of a backflow preventer device the Commission's water system shall discontinue water service to the customer until such time as the customer complies with this regulation.

1-6.8 Approved Backflow Preventers – The Commission shall review and approve all backflow prevention assemblies prior to installation and use by the customer.

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1-6.9 Installation Requirements.

1-6.9.1 Reduced pressure principle backflow prevention assemblies, double check valve assemblies, and pressure vacuum breaker assemblies shall be installed in a location that provides adequate access for testing and repair of the assembly.

1-6.9.2 Reduced pressure principle backflow prevention assemblies and double check valve assemblies shall not be subject to possible flooding. Reduced pressure principle backflow assemblies and double check valve assemblies shall not be located in a pit below ground level. Installation elevation shall be at least fourteen (14) inches above final finish grade.

1-6.10 Testing of Backflow Prevention Assemblies.

1-6.10.1 Testing Requirements - When a backflow prevention assembly, is installed to protect the Commission's water system by the customer; The Commission shall have the assemble inspected and tested by an individual who has been licensed as a Certified Tester by the Mississippi Department of Health.

(a) The assembly shall be inspected and tested by a Certified Tester after installation and before use by the customer. The assembly shall be inspected and tested at least once a year by a Certified Tester, thereafter.

(b) The Certified Tester shall provide the property owner and the public water system with a written report of the inspection and test results on each assembly tested. The report shall be prepared and submitted by the Certified Tester making the inspection and performing the test. The Certified Tester and the Commission's water system will retain all test and inspection results for at least five (5) years from the date of test and inspection.

(c) Any backflow preventers found to be non-functional shall be repaired and re-tested within 14 days of the initial test.

(d) Each assembly shall be inspected and tested by a Certified Tester immediately after repairs of any kind are made to the assembly.

1-6.11 Emergency Conditions and Enforcement

1-6.11.1 The Director or designee is authorized to develop and implement a plan for the provision of safe drinking water in emergency circumstances for the Commission's system.

1-6.12 Enforcement - Violations of any requirement of this regulation shall be subject to the enforcement provisions of the Mississippi Safe Drinking Water Act of 1997 as found at Sections 41-26-1 through 41-26-101, Mississippi Code of 1972, Annotated.

DATE OF ADOPTION OF ORDINANCE

This regulation was formally adopted by the Hancock County Port and Harbor Commission at their JUNE 12, 2000 regularly scheduled Commission meeting and became effective, SEPTEMBER, 2000.

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CHAPTER TWO

SEWER USE ORDINANCE

2-1 **Section 2-1 – Title** - This ordinance may be cited as the Hancock County Port & Harbor Commission Sewer Use Ordinance.

2-1.1 **Section 2-2 – Basic Requirements.**

2-2.1 General - Except as in compliance with this Ordinance, the discharge of any wastewater into the Commission's Sewer Systems by any person shall be unlawful.

2-2.2 Domestic Waste Discharges - All discharges of domestic waste shall be made into the public sanitary sewerage system.

2-2.3 Industrial Waste Discharges - Discharges of industrial waste shall be made to the public sanitary sewerage system only in compliance with a pretreatment permit issued by the Bureau unless an NPDES permit has been obtained from the State.

2-2.4 Prohibited Discharges on Property - It shall be unlawful for any person to place, deposit or permit to be deposited in any manner on public or private property within the Stennis Industrial Airpark or the Port Bienville Industrial Park any human or animal excrement, garbage, or other commercial or industrial wastes or waste liquids without proper permits from the State of Mississippi and/or the Commission.

2-2.5 Prohibited Discharges in Natural Outlets - It shall be unlawful to discharge to any state waters within the Stennis Industrial Airpark or the Port Bienville Industrial Park any sewage or other polluted waters, except where suitable treatment has been provided in accordance with provisions of this Ordinance.

2-2.6 Privies, Similar Facilities Prohibited - Except as provided in this Ordinance, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

2-2.7 Duty of Property Owner - The owner of all buildings or properties used for employment, recreation or other purposes, situated within Stennis Industrial Airpark or Port Bienville Industrial Park is hereby required at his expense to install suitable sewage disposal facilities therein, and to connect such facilities with the proper public sewer in accordance with the provisions of this Ordinance.

2-2.8 Protection Against Accidental Discharges - Each industrial user shall provide protection from accidental discharge of prohibited materials or other wastes to the sanitary sewer system regulated by this Ordinance. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or operator's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Commission for review, and shall be approved by the Commission before construction of the facility. Review and approval of such plans and

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operating procedures shall not relieve the industrial user from the responsibility to modify his facility as necessary to meet the requirements of this Ordinance.

2-2.9 Connections - All connections to the public sanitary sewerage system shall be made in the manner and subject to the limitations set forth herein.

2-2.10 Permits Required - No discharge of industrial waste shall be made to the sanitary sewer system except pursuant to and in compliance with a permit issued therefore by the Mississippi Department of Environmental Quality, Bureau of Pollution Control.

Section 2-3 – Building Sewers and Connections.

2-3.1 Scope of Permit Requirements - No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written connection permit from the Commission.

2-3.2 Duties of Owner - The owner shall be required to advise the Commission and obtain the necessary connection permits for commercial and / or industrial sewerage service.

2-3.3 Responsibility for Costs, Expenses, Damages - All costs and expenses incidental to the installation and connection of the building sewer to the public sewer shall be borne by the owner. The owner shall indemnify the Commission for any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

2-3.4 Systems to be Independent; Exception - A separate and independent building sewer shall be provided for every building except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, passageway, or driveway. In such cases the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer at the discretion of the Commission.

2-3.5 Use of Old Building Sewers - Old building sewers may be used in connection with new buildings only when they are found, on examination and testing by the Commission, to meet all requirements of this article. The owner of the property is responsible for all examination and testing costs in connection therewith.

2-3.6 Installation Standards - The size, slope, alignment, materials or construction of a building sewer, and the methods to be used in excavating, placing of the pipe jointing, testing, backfilling the trench, shall all conform to the requirements of the Southern Building and Plumbing Code and other applicable rules and regulations of the Commission.

2-3.7 Elevation of Sewer at Building; Use of Mechanical or Artificial Lift - Whenever possible, all building sewers shall be brought to the public sewer by gravity flow from a point below the bottom floor or building slab. In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be pumped by means approved by the Commission and discharged into the public sewer. All installation costs, operation, and maintenance of said individual mechanical sewage lifting devices are the responsibility of the Owner. This approved pumping mechanism shall be constructed inside Owner's property, unless the Commission agrees otherwise as their interest may best be served.

2-3.8 Prohibited Connections - No person shall make connection of roof downspout, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

2-3.9 Connection Standards - The connection of the building into the public sewer shall conform to the requirements of the Southern Building and Plumbing Code and other applicable rules and regulations of the Commission, and the procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9, as amended. All such connections shall be gas-tight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Commission before installation.

2-3.10 Notice to Inspect; Supervision of Connection - The applicant for the building sewer permit shall notify the Commission when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Commission.

2-3.11 Protection at Excavations; Restoration of Public Property - All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, driveways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Commission. Applicant shall indemnify and hold harmless the Commission or its agents or employees and defend all claims in connection therewith.

Section 2-4 Private Disposal Systems.

2-4.1 Private disposal of industrial waste is prohibited unless the Commission determines that a valid NPDES permit is in force.

2-4.2 In those limited cases where private disposal of industrial waste occurs, the special safeguards and requirements of this Ordinance shall be applied.

2-4.3 Discharges into private sewage disposal systems of domestic waste and industrial waste allowed by this Ordinance shall comply with the rules, regulations, and provisions of this Ordinance, the Mississippi Department of Health, the Mississippi Department of Natural Resources, the Bureau of Pollution Control; and / or the USEPA.

2-4.4 Requirements Applicable to All Private Sewerage Disposal Systems.

2-4.4.1 Permit - Before commencement of construction of a private sewerage disposal system or within ninety (90) days from the effective date of this Ordinance, if construction of the system is already commenced at that time, the owner or disposer or prospective disposer shall obtain a written construction permit issued by the Commission. The application for such permit shall be made on a form furnished by the Commission, which the applicant shall supplement with plans, specifications, and any other information or documents deemed necessary by the Commission.

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2-4.4.2 Inspection, Approval Required - A discharge permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Commission and an NPDES permit is obtained. Authorized personnel of the Commission shall be allowed to inspect the work at any stage of construction, and in any event, the applicant for the permit shall notify the Commission in writing when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within seventy-two (72) hours of the receipt of notice by the Commission and, if all the requirements of this Ordinance have been met, a Certificate of Final Inspection shall be given by the Commission which will allow the system to become operative. A copy of the NPDES permit shall be sent to the Commission and will constitute the discharge permit as required by this Ordinance.

2-4.4.3 Standards Prescribed - The type, capacities, location, and layout of a private sewage disposal system shall comply with all requirements of the Mississippi Department of Health; Mississippi Department of Natural Resources, Bureau of Pollution Control; and / or the USEPA. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

2-4.4.4 Operation and Maintenance - The owner shall operate and maintain at his expense the private sewage disposal facilities in full compliance with all requirements of this Ordinance and all applicable Federal and State laws and regulations.

2-4.4.5 Authority of Health Officer - No statement contained in this Section shall be construed to interfere with any additional requirements that may be imposed by the Mississippi State Health Officer or the USEPA.

2-4.4.6 Connection to the Public Sewer - Upon connection to the public sewer, the private sewage disposal system shall then be cleaned of sludge and any underground tanks filled with clean bank-run gravel or dirt at the expense of the owner of the property.

2-4.5 Industrial Waste Discharges into Private Sewage Disposal Systems.

2-4.5.1 Any discharge of industrial waste into a private sewage disposal system and any discharge from such a system into any lands, waters, or receiving streams, shall comply with this Ordinance; and no person shall discharge or permit to be discharged, from a private sewage disposal system to any public or private lands, waters, or receiving streams, any wastewater which exceeds any of the prohibitions or limitations listed in this Ordinance, or the applicable NPDES permit.

2-4.5.2 The owner and operator of any private disposal system shall be responsible for the final disposition and disposal of the waste or other product of the system through and including the point of final disposition.

Section 2-5 Prohibitions and Limitations on Discharge into the Public Sanitary Sewerage System.

2-5.1 Policy Statement.

2-5.1.1 The public sanitary sewerage system exists to provide for and allow the collection and / or removal of polluted wastewater compatible with normal domestic sewerage treatment

practices and procedures from public and private property. It is in the public interest that reasonable rules and regulations be applied to discharges into the sanitary sewerage system so as to prevent the system from being unnecessarily burdened or excessively burdened, and so as to enable the Commission to insure that effluent from the public sanitary sewerage system will comply with all applicable Federal and State environmental laws and regulations.

2-5.1.2 Proper operation of the public sanitary sewerage system requires, among other things, the prohibition of any discharge components which would not be compatible with, or which would be harmful to or would interfere with the system. Proper operation of the system also requires that the system not be burdened with storm water runoff and similar wastewater which should be discharged through the storm drainage system. Safe operation of the system also requires that discharge of toxic substances and other harmful materials into the system be regulated.

2-5.2 General Prohibitions and Limitations.

2-5.2.1 No person shall discharge or deposit or cause to permit to be discharged or deposited to the public sanitary sewerage system any wastewater containing any pollutant or other material of such character or quality that will:

2-5.2.2 Not be susceptible to or compatible with treatment by the system, or interfere with or damage the system or the efficient operation thereof.

2-5.2.3 Constitute a hazard to human life, or to the stream or water course receiving the effluent of the system.

2-5.2.4 Violate any pretreatment standard or effluent limitation as defined by the Bureau.

2-5.2.5 Cause the system to violate any applicable NPDES permit or any applicable receiving water quality standard.

2-5.2.6 Violate any of the specific prohibitions or limitations established by this Ordinance.

2-5.3 Specific Prohibitions and Limitations - No person shall discharge or deposit or cause to permit to be discharged or deposited to the public sanitary sewerage system any wastewater which at the point of connection to the system has or contains any of the following:

2-5.3.1 Unpolluted Water - Any unpolluted water including but not limited to non-contaminated storm water, surface water, ground water, roof runoff, or subsurface drainage. These waters shall be discharged into the public storm drainage system, pursuant to applicable Commission requirements.

2-5.3.2 Oils, Grease and Wax.

2-5.3.2.1 More than 10 lbs. per day of wax, grease, or oil or at a concentration of more than 100 mg/1, whether emulsified or not, or containing substances which may solidify

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or become viscous at temperatures between 32 degrees F and 150 degrees F (0 degrees C and 65 degrees C) at the point of discharge into the system.

2-5.3.3.2 Any oil, wax or grease, whether emulsified or not, which will or may:

2-5.3.3.2.1 Deposit oil, grease, or wax in the sewer lines in such manner as to clog the sewers or impede the flow;

2-5.3.2.2.2 Overload the sewage treatment facility's skimming and grease handling equipment;

2-5.3.2.2.3 Not be amenable to biological oxidation and may therefore pass to the receiving stream without being affected by the normal sewage treatment process; or

2-5.3.2.2.4 Have any other deleterious effect on the sewage treatment process due to excessive quantities or concentrations.

2-5.3.2.3 Grease, oil and sand interceptors shall be provided when they are necessary for the proper handling of wastewater containing free or emulsified oil and / or grease exceeding 50 mg / l, or any flammable wastes, or other harmful ingredient except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Commission and shall be located so as to be readily and easily accessible for cleaning and inspection.

2-5.3.3 Explosive Mixtures - Liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion (or be injurious in any other way to sewerage facilities or to the operation of system). At no time shall two successive readings on a US Bureaus of Mines approved explosion hazard meter.

2-5.3.4 Noxious Material - Noxious or malodorous solids, liquids or gases, which, either singly or by interaction with other wastes, are capable of creating a public nuisance or hazard to human life, or may be sufficient to prevent entry into a sewer for its maintenance and repair. In no event shall any waste be discharged containing phenols at a concentration greater than 0.20 mg / l or other taste or odor producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process.

2-5.3.5 Color - Wastes causing discoloration not readily removable by the normal sewage treatment process.

2-5.3.6 Improperly Shredded Garbage.
Garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in the public sewers, with no particle greater than one-fourth (1/4) inch in any dimension.

2-5.3.7 Radioactive Wastes - Radioactive wastes or isotopes of such half-life or concentrations that they do not comply with regulations or orders issued by the appropriate authority having control over their use or which exceed the standards of the State of Mississippi

and / or the United States of America, or which will or may cause damage or hazards to the system, to personnel operating the system, or to receiving waters or the animal life therein.

2-5.3.8 Solid or Viscous Wastes - Solid or viscous wastes which will or may cause obstruction to the flow in a sewer, or otherwise interfere with the proper operation of the wastewater treatment system. Prohibited materials include, but are not limited to, grease, improperly comminuted garbage, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, cutback asphalts, residues from refining or processing of fuel or lubricating oil, and similar substances.

2-5.3.9 Excessive Discharge Rate - Any waters or wastes with unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.

2-5.3.10 Toxic Substances - Any toxic and / or poisonous substance in sufficient quantity to injure or interfere with the existing sewage treatment process or with the biological processes or efficiency thereof.

2-5.3.11 Incompatible or Corrosive Wastes.

2-5.3.11.1 Any waste containing any incompatible pollutant or any substance which may cause corrosion or deterioration of the treatment system. Prohibited materials include, but are not limited to, acids, sulfides, concentrated halogen compounds and substances which will react with water to form acidic products.

2-5.3.11.2 Substances which are not amenable to such treatment but do not have deleterious effects on the treatment system only to such degree, that the effluent of the system cannot meet the requirements of applicable Federal and State laws and regulations or the requirements of any applicable NPDES permit.

2-5.3.11.3 Nothing in this subsection shall be construed to prohibit discharge of components of domestic waste in amounts which are normal for discharges of domestic waste and insignificant in relation to their effect upon the effluent of the system.

2-5.3.12 pH. - A pH of less than 6.0 or greater than 9.0.

2-5.3.13 Temperature - A temperature of greater than 140 degrees F (60 degrees C).

2-5.3.14 Suspended and Dissolved Solids - Total suspended solids (TSS) at a concentration greater than 300 mg / l.

2-5.3.15 B.O.D. and C.O.D - B.O.D. at a concentration greater than 350 mg / l.

2-5.3.16 Total Kjeldah Nitrogen (TKN) - TKN at a concentration greater than 40 mg / l as N.

2-5.3.17 Heavy Metals - Any of the following elements at monthly average or maximum daily concentrations greater than those allowed by the Mississippi Department of Environmental Quality, Bureau of Pollution Control:

Arsenic	Copper	Nickel	Barium	Cyanide	Selenium
Boron	Iron	Silver	Cadmium	Lead	Tin
Chromium	Manganese	Zinc	Cobalt	Mercury	

The following metals are not permitted above their detectable levels:

Antimony	Beryllium	Tellurium	Bismuth	Molybdenum	Uranyl ion
Strontium	Rhenium				

2-5.3.18 Other Elements and Substances - Any other agent, material, element or thing which either alone or by combination or interaction with other substances, will be harmful to the system, or to human or animal or aquatic life, or to the receiving waters.

2-5.4 Pretreatment - In any case where pretreatment is required or is used to meet the requirements of this Ordinance with respect to a particular discharge, the pretreatment methods and system used shall comply with this Ordinance and must be approved by the Mississippi Department of Environmental Quality, Bureau of Pollution Control in the permit issued to the discharger.

2-5.5 Provisional Discharges - Not withstanding the limitations of subsection 2-5.3, wastewater having a B.O.D. greater than 350 mg / l, having total suspended solids (TSS) greater than 300 mg / l, having Total Kjeldahl Nitrogen (TKN) greater than 40 mg / l as N, or having any combination thereof, may be allowed to be discharged into the public sanitary sewerage system, provided that the following special conditions and requirements are met:

2-5.5.1 The wastewater must be shown and must continue to show amenability to treatment by the treatment plant processing the waste. Such evidence as required by the Commission must be provided when requested at intervals of not less than every 6 months or when there is reason to believe that a significant change in the discharge has occurred.

2-5.5.2 Discharges pursuant to this subsection shall be called "provisional discharges," and may be made only pursuant to special permission of the Commission granted in a permit issued pursuant to this Ordinance and it is expressly understood that the holder of the permit has no vested interest or right in such provisional discharge permit.

2-5.5.3 The permission of the Commission for a provisional discharge may be revoked at any time the Commission determines that such revocation is necessary to protect the sanitary sewerage system, the sewage treatment process, the receiving stream thereof, or the public health and welfare, or to fulfill any other requirement of this Ordinance and / or any applicable Federal or State law or regulation.

2-5.5.4 Any permit issued pursuant to this Ordinance which permits a provisional discharge within the meaning of this subsection shall remain in effect for a period of not more than one (1) year, during which time the discharger may be required to construct at his expense adequate pretreatment facilities to reduce the BOD., TKN, and / or TSS to those levels established by this Ordinance.

Section 2-6 – Sewer Use Charge.

2-6.1 Administration - The management and application of the user charge system shall be administered by the Hancock County Port and Harbor Commission.

2-6.2 Extraneous Flows - The Commission will apply charges for operation and maintenance pertaining to extraneous flows (i.e. infiltration / inflow) in the same manner that it distributes the cost of operation and maintenance among users for their actual use.

2-6.3 Rates and Charges - The rates and charges for the use of the wastewater services of the Commission for each and every commercial or industrial establishment now or hereafter connected to the Commission's treatment facilities shall be as follows:

First 12,000 gallons of water used, minimum bill $100.00

Thereafter, each 1,000 gallons of water used or fraction thereof $1.60

Consideration maybe given to those accounts that can prove to the Commission that a portion of their water does not enter the Commission's sewer system. In which case, upon approval by the Commission, a separate rate will be established for charges.

i. Surcharges - Any use of the Commission's sewer system who discharge liquids other than normal domestic sewage shall be charged a surcharge fee to cover any and all additional treatment and/or special disposal cost in addition to their normal sewage charge.

ii. Review Rates And Charges - The sewer rates and charges will be reviewed annually to insure that they are adequate to cover the cost of operation, maintenance and major replacements for the wastewater collection, treatment and disposal system.

2-6.5 Payment for Prohibited or Limited Discharges - Any user which discharges any pollutants (including prohibited or limited pollutants) which cause an increase in operation, maintenance, and replacement costs shall pay for such increased costs.

2-6.6 Notification - The Commission shall notify each user annually of the rate in conjunction with a regular bill.

2-6.7 Billings - Bills for the service charges for the use of the wastewater collection and treatment system by a premises shall be rendered to the person or legal entity designated by the OWNER and / or his AGENT, TENANT, or OCCUPANT to receive the water bill. The bills for the service charges for use of the wastewater collection and treatment system shall be the same as the date for the water bill rendered to the name and address designated for such premises. When any wastewater service bill is thirty (30) days in default, rendition of water and / or sewerage service to such premises shall be discontinued until such bill is paid following due notice and opportunity for hearing.

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Should the individual designated to pay the bills remain in default, the owner of the property at the time of the default may be held responsible for the payment of the bill.

2-6.8 Sufficiency of Charge - The User Charge rates shall never be reduced below an amount sufficient to provide for the operation and maintenance of the said sewer system.

2-6.9 Applicability of Charge - None of the facilities or services afforded by the sewer system shall be furnished without a charge being made.

2-6.10 Penalties - The Hancock County Port and Harbor Commission has been issued a National Pollutant Discharge Elimination System (NPDES) Permit by the State of Mississippi Office of Pollution Control for the discharge of treated wastewater for each of its treatment facilities. These Permits set strict criteria concerning the composition of said discharges and prescribe civil and criminal penalties for noncompliance. Any user of the sewerage system who is responsible for violating the terms, conditions, or schedule of compliance contained in said Permits, shall be liable for any fines imposed by the DEQ and the cost of any corrective actions needed as a result of his activities and operations.

In addition, the Commission is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes or other ordinances against a person continuing prohibited discharges.

2-6.11 Effective Date - The user charge system shall take effect and be in full force and effect ninety (90) days after passage of the Water and Sewer Use Ordinance by the Hancock County Port and Harbor Commission and the Hancock County Board of Supervisors.

Section 2-7 – Pretreatment.

2-7.1 Pretreatment of waste prior to discharge may be required by the Commission pursuant to this Ordinance, by the Bureau, or such pretreatment may be employed by the discharger and used in order to comply with the prohibitions and limitations set forth in this Ordinance. In any of these or other cases where pretreatment is employed or required, the pretreatment process shall comply with the requirements of this Section and those of the Bureau.

2-7.2 As part of the material in support of the application for such a permit, or at any other time the Commission or Bureau may require, the discharger using or proposing to use pretreatment shall, prior to commencement of construction, submit plans, specifications, and other pertinent data or information relating to such pretreatment or flow-control facilities, for the review and approval by the Commission and / or bureau. All such plans shall be prepared by a Mississippi Registered Professional Engineer and shall bear his signature and seal. Any subsequent alterations or additions to such pretreatment or flow-control facilities shall not be made without due notice to and prior approval of the Commission and / or Bureau.

2-7.3 Operation - If pretreatment or control of waste flows is required, such facilities shall be maintained in good working order and operated as efficiently as possible by the owner or operator at his own cost and expense, subject to the requirements of these rules and regulations and all other applicable codes, ordinances, and laws.

2-7.4 Dilution Not Acceptable - The alteration of the characteristics of a polluted wastewater, to attain the limits for admission to either the public sanitary sewage system or to attain the limits for discharge to a private sewage disposal system or receiving streams, by means of dilution, will not be allowed as an acceptable pretreatment process. The objective of an acceptable pretreatment process shall be the removal of the pollutants from the wastewater to the required level.

Section 2-8 – Permits for Industrial Waste Discharge.

2-8.1 Permits Required.

2-8.1.1 All persons proposing to discharge any industrial waste as defined in this Ordinance must first obtain a discharge permit thereof, and no person shall discharge industrial waste except pursuant to and in compliance with such a permit issued by the Mississippi Department of Environmental Quality, Bureau of Pollution Control.

2-8.1.2 The discharge permit required by this Section shall be separate and distinct from any connection permit which may be required by Section 4.

2-8.1.3 No person shall commence any operation of any new or modified facility which discharges or will discharge industrial waste, without first securing a discharge permit pursuant to this Section.

2-8.2 Permit Application.

2-8.2.1 Dischargers seeking a wastewater discharge permit shall complete and file with the Commission a copy of the application form prescribed by and submitted to the Bureau.

2-8.2.2 The Commission will review the data furnished by the discharger and may request the Bureau to require additional information. After evaluation and acceptance of the data furnished, the Bureau may issue a wastewater discharge permit subject to terms and conditions provided herein.

2-8.3 Permit Conditions.

2-8.3.1 Wastewater discharge permits shall be expressly subject to all provisions of this Ordinance and all other regulations, charges, and fees established by the Commission and the Bureau. Each permit issued to an industrial waste discharger (as defined in this Ordinance or permitting provisional discharge as defined by Section 6) shall require that said discharger monitor his discharge periodically and report the results of said monitoring to the Bureau and / or Commission at the intervals specified by the Bureau and / or commission in the discharge permit. Copies of all monitoring reports shall be sent to the Commission.

2-8.4 Special Provisions Applicable to Private Disposal of Industrial Wastewater - Where the discharge is proposed to be made by means of a private disposal system pursuant to Section 4, in addition to the other requirements of this Section, the following provisions shall apply:

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2-8.4.1 The permit application shall include a full and adequate description of the proposed private disposal system, and shall be supplemented with plans, specifications, and other information and documents as may be necessary for a complete description of the system or as may be required by the Commission and / or Bureau. In addition, the applicant shall set forth the grounds why it believes that special permission should be granted for private disposal in lieu of disposal in the public sewage or drainage system. The applicant shall also state whether the discharge is or will be regulated by an NPDES permit or other Federal or State permit and if so, a copy of each such permit or proposed permit shall be attached to the application, or, if such permit or proposed permit is not yet available, same shall be submitted to the Commission as soon as one is available.

2-8.4.2 Any permit issued by the Commission to a significant industrial waste discharger using a private sewerage disposal system shall include, in addition to the provisions required elsewhere in this Section, a provision describing the monitoring system to be required of the permittee.

2-8.4.3 Any modification, termination, renewal, revocation, suspension, or other change in any NPDES or other Federal or State permit applicable to the discharge shall be immediately reported to the Commission and a copy of any such new or revised permit furnished to the Commission.

2-8.5 Special Provisions Applicable Where Pretreatment is Proposed - Where the discharger is required to or proposes to employ pretreatment prior to or in connection with the discharge, in addition to the other requirements of this Section, the following provisions shall apply:

2-8.5.1 The permit application shall include a full and adequate description of the proposed pretreatment process and shall be supplemented with the documents mentioned in Section 2-7.

2-8.5.2 Any permit issued may include a description of pretreatment to be employed and may make such pretreatment an express condition of the permit.

2-8.6 Industrial Wastewater Connection Permit Modification Provisions - The terms and conditions of the permit may be subject to modification and change by the Commission and / or Bureau during the life of the permit, as limitations or requirements are modified and changed. The discharger shall be informed of any proposed changes in his permit in a timely manner prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

2-8.7 Transfer of a Permit - Wastewater discharge permits are issued to a specific discharger for a specific operation. A wastewater discharger permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation.

2-8.8 Revocation of Permit - Any user who violates the conditions of his permit or of this Ordinance, or of applicable State and Federal regulations, is subject to having his permit revoked. Violations subjecting a user to possible revocation of his permit include, but are not limited to, the following:

A. Failure of a user to accurately report the wastewater constituents and characteristics of his discharge;

B. Failure of the user to report significant changes in operations, or wastewater constituents and characteristics;

C. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or,

D. Violations of conditions of the permit.

2-8.9 Violation of Permit - Violation of a permit issued pursuant to this Section shall be deemed a violation of this Ordinance.

2-8.10 Confidentiality - Should a permit applicant require confidentiality of information presented in his application or in support of his application, he shall provide a written statement listing those items to be held confidential along with the reasons for confidentiality. Such information will be held confidential by the Commission unless required by the Federal or State Government or by a duly issued court order to produce the documents. If the Commission surrenders this information as required above, it will submit with the information a copy of the applicants statement of confidentiality.

Section 2-9 – Monitoring and Reporting.

2-9.1 Discharge Reports –

2-9.1.1 Every industrial discharger shall file an annual discharge report on a form supplied by the Commission not later than thirty (30) days after the anniversary date of the discharge permit and at such additional times as may be designated by the Commission and / or Bureau.

2-9.1.2 The discharge report shall include, but shall not be limited to, nature of process, volume, rates of flow, volume of water irreversibly used in production, hours of operation, concentrations of controlled pollutants or other information which relates to the generation of waste. Such reports shall also include the chemical constituents and quantity of liquid materials stored on site even though they are not normally discharged. In addition to discharge reports, the Commission may require information in the form of self-monitoring reports.

2-9.2 Records - All persons who discharge or propose to discharge industrial waste shall maintain such records of production and related factors, effluent flows, and pollutant amounts or concentrations as are necessary to demonstrate compliance with the requirements of this Ordinance and with any applicable pretreatment standards. Such records shall be made available upon request by the Commission.

2-9.3 Monitoring.

2-9.3.1 The owner or operator of any premises or facility discharging industrial wastes shall install at his own cost and expense suitable monitoring equipment, including, but not limited to, control manholes and / or sampling ports together with such necessary

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approved meters and appurtenances to facilitate the accurate observation, sampling, and measurement of wastes. Such equipment shall be maintained in proper working order and kept safe and accessible at all times.

2-9.3.2 The monitoring equipment shall be located and maintained on the industrial disposal premises outside of the building. When such a location would be impractical or cause undue hardship on the user, the Commission and / or Bureau may allow such facility to be constructed in the public street or sidewalk area, with the approval of the public agency having jurisdiction over such street or sidewalk, and located so that it will not be obstructed by public utilities, landscaping, or parked vehicles. All sampling ports shall be constructed above ground and not subject to any excessive ground or rain water infiltration or dilution.

2-9.3.3 When more than one discharger can discharge into a common sewer, the Commission and / or Bureau may require installation of separate monitoring equipment for each. When there is a significant difference in wastewater constituents and characteristics produced by different operations of a single discharger, the Commission and / or Bureau may require to be addressed.

2-9.3.4 Whether constructed on public or private property, the monitoring facilities shall be constructed in accordance with the Commission's and the Bureau's requirements and all applicable construction standards and specifications.

2-9.4 Inspection, Sampling, and Analysis.

2-9.4.1 Compliance Determination - Compliance determinations with respect to Section 2-7 (Prohibitions and Limitations) may be made on the basis of either instantaneous grab samples or composite samples of wastewater. Composite samples may be taken over a twenty-four (24) hour period, or over a longer or shorter time span, as determined necessary by the Commission and / or Bureau to meet the needs of specific circumstances.

2-9.4.2 Analysis of Industrial Wastewater - Laboratory analysis of industrial wastewater samples shall be performed in accordance with the current edition of "Standard Methods for the Examination of Water and Wastewater" or "Methods for Chemical Analysis of Water and Waste" published by the Water Pollution Control Federation or the US Environmental Protection Agency, respectively. Analysis of those pollutants not covered by these publications shall be performed in accordance with procedures consistent with established analytical practice acceptable to the Commission and Bureau.

2-9.5 Reporting of Accidental Discharges - If, for any reason, a discharger does not comply with any prohibition or limitation in this Ordinance, the parties responsible for such discharge shall immediately notify the Commission and the Bureau so that corrective action may be taken to protect the treatment system or receiving waters. In addition, a written report addressed to the Commission and the Bureau detailing the date, time, and cause of the discharge and corrective action taken to prevent future discharges, shall be filed by the responsible industrial facility within five (5) days of the occurrence of the non-complying discharge.

Section 2-10 – Regulation.

2-10.1 Regulatory Actions - If wastewater is discharged or proposed to be discharged or proposed to be discharged in violation of this Ordinance, the Commission and / or the Commission Attorney may take such action necessary to:

A. Prohibit the discharge.

B. Require a discharger to demonstrate that in-plant modifications will reduce or eliminate the discharge of such substances in conformity with this Ordinance.

C. Require pretreatment, including storage facilities, or flow equalization necessary to reduce or eliminate the objectionable characteristics or substances so that the discharge will not violate these rules and regulations.

D. Require the person making, causing, or allowing the discharge to pay any additional cost or expense or damages incurred by the Commission for handling and treating excess loads imposed on the collections treatment system and / or the storm drainage system.

E. Take such other remedial action as may be deemed to be desirable or necessary to achieve the purpose of this Ordinance.

2-10.2 Admission to Property - Whenever it shall be necessary for the purpose of this Ordinance, authorized employees or agents of the Commission, upon presentation of credentials, may enter upon any property or premises at reasonable times for the purpose of:

A. Copying any records required to be kept under the provisions of this Ordinance.

B. Inspecting any monitoring equipment or method.

C. Sampling any discharge of wastewater, inspecting any pretreatment facility and any part of the disposal system.

D. The authorized employees or agents of the Commission, when under the authority of this subsection, shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection. Except when caused by negligence or failure of the company to maintain safe conditions, the Commission shall indemnify the company against loss or damage to its property by the Commission employees or agents and against liability claims and demands for personal injury or property damage asserted against the company and proximity caused by any negligent act of these authorized employees or agents while on the property.

2-10.3 No person acting under authority of this subsection may inquire into any confidential trade secret processes including metallurgical, chemical, oil refining, ceramic, paper, or

other industries, beyond that point having a direct bearing on the kind and source of discharge to the public sewers.

Section 2-11 – Enforcement.

2-11.1 Compliance Order.

2-11.1.1 Whenever, on the basis of any information available to it, the Commission finds that any person who is or is about to be in violation of this Ordinance, or of any condition of a permit issued under this Ordinance, the Commission may issue a compliance order in accordance with this subsection, or the Commission may bring a civil action in accordance with subsection 2-11.2 of this Section. A notice of termination of service may also be issued in accordance with subsection 2-11.3 of this Section.

2-11.1.2 Any compliance order issued by the Commission under this subsection shall be sent by Certified Mail, addressed to the principal place of business in the service area and shall state with reasonable specificity the nature of the violation, specify a time for compliance, which the Commission determines is reasonable taking into account the seriousness of the violation and any good faith efforts to comply with applicable requirements. The order shall also provide an opportunity for the person to whom it is directed to confer with the appropriate Commission personnel or agents concerning the alleged violation.

2-11.2 Civil Action - The Commission and / or the Commission Attorney is authorized to commence a civil action for appropriate relief, including a permanent or temporary injunction, for any violation for which the Commission is authorized to issue a Compliance Order under subsection 2-11.1 of this Section.

2-11.3 Termination of Service - The Commission may take action to terminate service to any person for any violation for which it is authorized to issue a compliance order under subsection 2-11.1 of this Section. The procedure for termination of service shall be as follows:

2-11.3.1 Revocation of Permit and Termination of Service - Prior to the suspension or revocation of a permit issued except as otherwise provided in this Ordinance and the termination of service and disconnection of sanitary and waste disposal facilities, the Commission shall notify in writing, the holder of the permit. Said notice shall advise that the Commission will consider the suspension or revocation of the permit, termination of services or disconnection. Said notice shall state the date of proposed suspension or revocation, termination of service and proposed disconnection of service and the reasons therefore and the time and date and place that the Commission shall hold a hearing upon said proposed suspension, revocation, termination and disconnection. Said hearing shall not be less than ten (10) days subsequent to the receipt of notice as herein required. Said notice shall be mailed to the owner at the address shown on the permit application or as known to the Commission, and a copy may be delivered to the permit holder or the person in charge of the facility or posted conspicuously on the property affected. The Commission may (but shall not be required to) give such further additional notice as in the discretion of the Commission is convenient or desirable. Upon the conclusion of the hearing, the Commission shall determine whether grounds exist for suspension or revocation, for termination and / or for disconnection of service. If such grounds are

found to exist, the permit shall forthwith be suspended or revoked and service shall forthwith be terminated and sanitary and waste disposal and water facilities forthwith disconnected. A copy of said decision shall be sent by Certified Mail to the Owner at the address shown on the permit or as known to the Commission and a copy shall be delivered to the facility or posted conspicuously on the property; provided, however, that the service of said copy of the decision shall not be a condition precedent or subsequent to suspension or revocation, termination or disconnection.

2-11.3.2 Restoration of Service - Any person whose permit has been suspended or revoked hereunder or for whom service has been terminated and disconnection effected hereunder, may petition the Commission for reinstatement of the permit and reinstatement of service. Said petition shall be verified under the oath or declaration under penalty of perjury of the person petitioning. Said petition shall contain a detailed statement of the corrective action taken by the petitioner or others to remove the grounds for suspension or revocation, termination and disconnection, and of the corrective measures or devices to prevent a repetition of the offense and of proposed security against further violation. Said petition shall contain the name and address of the petitioner for purposes of receiving notice. Said petition shall be filed with the Commission.

Said petition shall be heard within thirty-five (35) days of the date of receipt by the Commission. Notice of time, date and place of hearing shall be given to the petitioner at least ten (10) days before the hearing in writing by Certified Mail to said petitioner at the address shown on the petition; provided, however, that said petitioner may waive said notice in writing.

The Commission, at its discretion, may restore the permit, service, and connection if it finds that the grounds for suspension, revocation, termination and disconnection have been corrected and that there is adequate assurance from the petitioner of corrective measures or devices to prevent a repetition of the offense for which the permit was suspended, revoked, and service terminated and disconnected or for any other reason deemed fit and appropriate in the premises by the Commission.

The Commission may, as a condition to the restoration of the permit, service and connection:

A. Require the petitioner to provide reasonable safeguards and security to avoid a repetition of the offense for which the permit was suspended, revoked, and service terminated and disconnected.

B. Impose reasonable charges to compensate the Commission for expenses incurred in connection with the suspension, revocation, termination and disconnection and in connection with the reinstatement of the permit and the restoration of service and reconnection.

C. Such other reasonable conditions or regulations as shall be necessary to protect the public health, safety, property, and to prevent a nuisance.

D. Take such other action as may be necessary and proper.

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

2-11.4 Penalties.

2-11.4.1 Any person who willfully or negligently violates this Ordinance or any condition of a permit issued under this Ordinance, shall be punished by a fine of not more than five hundred dollars ($500.00) or by imprisonment for not more than thirty (30) days, or both. Each day on which the violation occurs shall be considered a separate offense.

2-11.4.2 Any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained under this Ordinance or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this Ordinance, shall upon conviction, be punished by a fine of not more than five hundred dollars ($500.00) or by imprisonment for not more than thirty (30) days or both.

2-11.4.3 Any person who violates any compliance order issued by the Commission under subsection 2-11.1 of this Section shall be punished by a fine of not more than five hundred dollars ($500.00) or by imprisonment for not more than thirty (30) days or both.

2-11.5 Jurisdiction - These enforcement actions and penalties are in addition to the other penalties provided by this Ordinance and said remedies do not exclude or supercede the enforcement actions and penalties provided by State and Federal law, or contained in any applicable industrial wastewater pretreatment permit or NPDES permit.

Section 2-12 – Severability and Conflicting Provisions.

2-12.1 If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of the Ordinance which can be given effect without the invalid provisions, items, or applications, and to this end the provisions of this Ordinance are hereby declared severable.

2-12.2 All laws or parts of laws in conflict herewith are hereby repealed.

Section 2-13 – Definitions as Used in This Ordinace.

2-13.1 Unless the context specifically indicates otherwise, the meaning of terms used in the Ordinance shall be as follows:

BOD - (denoting Biochemical Oxygen Demand) shall mean the quantity of utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C, in a 300 ml bottle, expressed in milligrams per liter.

Budget - A total amount of dollars approved each year by the Hancock County Port and Harbor Commission and Hancock County Board of Supervisors for the operation and maintenance of the sewerage system and purchase of equipment and facilities minus funds derived from other sources including tax revenues, fees, and bond issues.

Building Drain - Shall mean that part of the lowest part of a horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage

pipes (not including storm drains) inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.

Building Sewer - Shall mean the extension from the building drain to the public sewer or other place of disposal.

Bureau - Shall mean the Bureau of Pollution Control of the Mississippi Department of Environmental Quality, or any employee or agent designated by the Bureau to act on behalf of the Bureau.

Color - (True Color) The color of a water solution (that has been filtered to remove all turbidity) as determined by visual comparison with a series of cobalt-platinum standard solutions.

Commercial Customer - Those customers classified as commercial accounts by the Hancock County Port and Harbor Commission.

Commission - Shall mean the Hancock County Port and Harbor Commission or any employee or agent designated by the Commission to act on behalf of the Commission.

Compatible Pollutant - Any substance such as, but limited to, those specified and controlled in this Ordinance and in the Commissions NPDES permits, that is subject to the effective removal and / or microbial destruction in the normal domestic wastewater treatment plant process, that is, the substance does not interfere with, nor disrupts in any way, normal domestic wastewater treatment practices.

Discharge - When used without qualification, includes any discharge of wastewater, whether discharged to the public sanitary sewage system or to the public storm drainage system, or to a private sewage disposal system or to any other natural or man-made body of water whatever.

Discharger - Any person who discharges, or causes or permits to be discharged, any wastewater.

Domestic Discharger - Any person who discharges, or causes or permits to be discharged, any domestic waste.

Domestic Waste - Means liquid wastes: From the non-commercial preparation, cooking and handling of food, or containing human excrement and similar matter from sanitary conveniences (e.g. toilets, sinks, washing machines, dishwashers, lavatories, bathtubs, etc.).

Domestic Wastewater - See Domestic Waste.

Drainage System - The system of pipes, canals, pumping stations and other equipment owned or operated by the Commission or connected thereto, and

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designed to convey unpolluted water such as storm water, rain water, surface water, ground water, and roof run-off to a legal point of disposal, but does not include the mains or other components of the sanitary sewage system or a private or public sewage treatment or disposal plant.

Effluent - Wastewater discharged into the public sanitary sewage system, the public storm drainage system or any other receiving stream.

Effluent Limitation - A restriction or limitation on discharges of pollutants established by EPA under the Federal Water Quality Act as amended and / or any other State regulations or law.

Garbage - The solid waste matter resulting from the preparation, cooking, or dispensing of food or from the handling, storage, or sale of produce or other food products.

Halogen - Defined as that class of inorganic chemicals which include fluorine, chlorine, iodine, and bromine.

Incompatible Pollutant - Means any pollutant which is not amenable or compatible with normal municipal waste treatment practices.

Industrial Customer - Any user of a publicly owned treatment works which discharges more than the equivalent of twenty-five thousand (25,000) gallons per day (GPD) of sanitary waste and which is identified in the Standard Industrial Classification Manual under Divisions A, B, D, E, I. Any user which discharges wastewater which contains toxic pollutants, poisonous solids, liquids, or gases in sufficient quantities to contaminate the sludge, injure or interfere with the treatment system process, or which constitutes a hazard to humans or animals, creates a public nuisance, creates a hazard or has an adverse effect on the receiving waters.

Industrial Discharger - Any person who discharges, or causes or permits to be discharged, any industrial waste.

Industrial Waste - Means the liquid wastes resulting from the processes employed in industrial, manufacturing, trade, or business establishments including hospitals, hotels, motels, and other such institutions, as distinct from domestic wastes.

Industrial Wastewater - See Industrial Waste.

Industry - Any individual, partnership, or corporation doing business with the Stennis Industrial Airpark or the Port Bienville Industrial Park or any such establishment outside the limits of the Stennis Industrial Airpark or the Port Bienville Industrial Park whose discharges flow into either Park's Sewerage System.

Infiltration / Inflow - Total quantity of water other than wastewater from both infiltration and inflow without distinguishing the source from defective pipes,

pipe joints, connections, manholes, roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from rings and swampy area, cross connections, catch basins, cooling towers, storm waters, surface runoffs, street wash waters, or drainage.

Non-Chemically Treated Cooling Water - Any water used for the process of cooling machinery, equipment, or devices of any kind and which has not been chemically altered by or for that process such as, but not limited to, the addition of algaecides, fungicides and / or corrosion inhibitors.

Normal Sewage - Normal sewage is sewage which when analyzed, shows by weight a daily average of not more than 350 mg / l of BOD, 300 mg / l of TSS, or 40 mg / l of TKN, and which is otherwise acceptable into the Commission's wastewater collection and treatment system.

NPDES - "National Pollutant Discharge Elimination System"
Means the Federal program for issuing, conditioning, and / or denying permits for the discharge of pollutants from point sources into the nation's navigable waters, the feeder streams thereof, the contiguous shorelines and the oceans pursuant to the Federal Water Quality Act.

Person - Shall mean any individual, his heirs, executors, administrators, or assigns and includes a firm, partnership, or corporation, its or their successors or assigns. Singular includes plural; male includes female.

pH - Shall mean the negative logarithm of the hydrogen ion concentration an designated in standard pH units.

Pretreatment - Application of physical, chemical, and / or biological processes to reduce the amount of pollutants in, or alter the nature of the pollutant properties in a wastewater, so as to render that wastewater amenable to normal domestic waste treatment practices prior to discharging such wastewater into the publicly owned wastewater treatment system.

Pretreatment Standards - Means all applicable Federal rules and regulations as well as any non-conflicting State, County, or Commission Standards. In cases of conflicting standards or regulations, the more stringent thereof shall be applied.

Private Sewer - A sewer privately owned and not directly controlled by the Commission.

Private Sewage Disposal System - Any privately owned or operated devices, facilities, structures, equipment, or works used for the purpose of transmission, storage, treatment, recycling, and reclamation of industrial and domestic waste.

Properly Shredded Garbage - Garbage that has been shredded to such a degree that all particles will be carried freely in the public sanitary sewer under the flow conditions normally prevailing, with no particle greater than one-fourth (1/4) inch in any dimension.

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Public Sanitary Sewage System - See Sanitary Sewage System.

Public Sewer - A sewer in which all owners of abutting properties have equal rights, and is controlled by the Commission.

Public Storm Drainage System - See Drainage System.

Receiving Stream - Any bayou, canal, stream, river, pond, lake or estuary into which a liquid waste ultimately flows, irrespective of intervening treatment or conveyance processes.

Sanitary Sewage - Same as domestic waste, and includes the liquid wastes consisting of discharges from sinks, lavatories, water closets, bathtubs, washing machines (except industrial or commercial machines), dishwashers and residential garbage grinders.

Sanitary Sewage System - Means any devices, facilities, structures, equipment, or works owned or used by the Commission for the purpose of transmission, storage, and treatment of sanitary sewage and any other compatible industrial and domestic waste, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof.

Sanitary Sewer - A sewer designed to carry sanitary sewage or compatible industrial wastes or a combination of both, and to which storm, surface, and ground water are not intentionally admitted.

Sewage - Any combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm water as may be adventitiously present. Sewage includes domestic waste and acceptable industrial waste.

Sewage Treatment Plant -Any Arrangement of devices and structures used for treating sewage.

Sewer - Any pipe or other conduit outside a building for conveying sewage.

Shall and Will - Are mandatory; May is permissive.

Significant Industrial Discharger - Means any industrial discharger whose flow exceeds:
50,000 gallons per month, or
Five percent (5%) of the daily capacity of the Sewage Treatment Plant into which the flow is discharged,
Has in its waste a toxic pollutant in toxic amounts as defined in USEPA regulations and standards,
Has a significant impact on the treatment works or the quality of its effluent.

Slug - Any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration

longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration of flows during normal operation.

State Health Officer - Means that individual appointed to his position of authority pursuant to and as defined by state law.

Storm Drain - Shall mean any sewer or natural or man-made drainage channel which carries storm and surface waters and drainage, but excludes sewage and industrial wastes other than unpolluted cooling water, etc.

Storm Drainage System - See Drainage System.

Surcharge - Shall mean a charge added to the normal user charge when the BOD, TSS, TKN, or other pollutant concentrations from a user exceeds the range of concentration of these pollutants in normal domestic sewage.

Suspended Solids - Shall mean solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are removable by the standard laboratory filtering.

Threshold Odor Number - Shall mean the ratio of dilution of the sample of wastewater with odor free water at which odor is just detectable.

Total Kjeldhal Nitrogen - Shall mean the total of organic and ammonia nitrogen in water, wastewater, or other liquids.

Unsanitary - Shall mean contrary to sanitary principles, injurious to health.

User Charge - Shall mean the fee which is levied in a proportional and adequate manner for the cost of operation, maintenance, and replacement of the wastewater treatment and collection systems.

Wastewater - Shall mean the liquid and water borne industrial or domestic wastes which are discharged from dwellings, commercial buildings, industrial facilities, and institutions, together with any ground water, surface water, and storm water that may be adventitiously present.

Wastewater System - Shall mean the transport and treatment of wastewaters from individual homes or buildings at a facility to remove pollutants, and to dispose, recycle, or reuse the treated wastewaters and residues which result from the treatment process.

Wastewater - Shall mean a channel in which a flow of water occurs, either continuously or intermittently.

Water Use - Shall mean that quantity of water delivered to each individual account determined by water meter readings.

Other Terms - Terms not otherwise defined herein shall be as adopted in the latest edition of Standard Methods for the Examination of Water and Wastewater,

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published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

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Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Exhibit "D"

Port Bienville Industrial Park Covenants

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

REVISED

BOOK 34 PAGE 593

PROTECTIVE COVENANTS FOR THE
REGULATION OF THE SALE, LEASE AND USE OF
INDUSTRIAL LANDS OWNED AND PROPOSED FOR
DEVELOPMENT BY HANCOCK COUNTY, MISSISSIPPI
FOR
PORT BIENVILLE INDUSTRIAL PARK

THESE COVENANTS SHALL APPLY TO ALL SUBSEQUENT ACQUISITIONS
BY THE HANCOCK COUNTY PORT AND HARBOR COMMISSION.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604 (c).

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ARTICLE I

PURPOSE

Book 3-4 page 595

SECTION 100: PURPOSE

The purpose of the covenants contained herein is to govern the types of uses within the various industrial areas in order to protect industrial occupants against nuisances created by undesirable neighbors. This governing of use is primarily accomplished by the requirement of conforming to certain performance standards based on measurable external nuisances; (i.e., smoke, noise, water, air pollution, et cetera,) and good engineering practices.

SECTION 101: DURATION OF COVENANTS

Covenants shall be effective until January 1, 1980, unless 50 per cent of the property owners petition for a change or changes; however, the Hancock County Port and Harbor Commission and the Hancock County Board of Supervisors reserve the right to modify and amend said covenants and/or to suspend applicability of same. The covenants shall be subject to review and revision each decade thereafter. The voting percentage of property owners shall be determined on the basis of employment in the Port Bienville Industrial Park.

Book 3-4 page 596

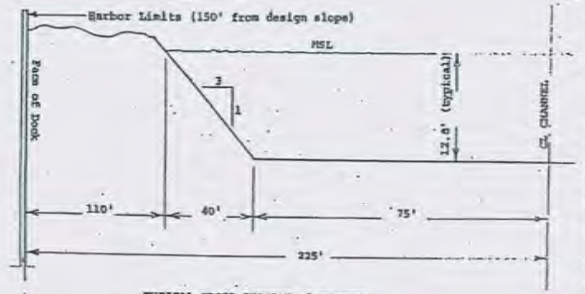
ARTICLE II - PROTECTIVE COVENANTS

SECTION 200: INDUSTRIAL ACTIVITIES

The industrial activity occupying any site or sites having one or more side with or adjacent to any harbor line shall be integrated to water transportation in accordance with the terms and provisions of such assurances of local cooperation as may have been given by virtue of Chapter 314, Laws of 1938; Chapter 358, Laws of 1948; Chapter 424, Laws of 1946; or Chapter 183, Laws of 1956, General Laws of Mississippi.

SECTION 201- HARBOR LIMITS

No wharf, dock, pier, terminal or other structure or facility will be constructed within the harbor limits as established, without the prior consent and approval of the Hancock County Port and Harbor Commission and the Hancock County Board of Supervisors. (SEE EXHIBIT A)



TYPICAL CROSS SECTION of CHANNEL
EXHIBIT "A"
(Not to Scale)

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SECTION 202: EMPLOYMENT Book 34 page 597

Industries locating within any of the harbor and industrial areas shown on the attached map entitled " Subdivision Plat for Port Bienville Industrial Park ", (Exhibit B, Attached), shall agree to employ a minimum of 3 persons per one (1) acre of land, whether leased or purchased, and such number of persons shall be employed within 18 months from the initiation of construction of the industry. The said minimum employment per acre is subject to adjustment.

SECTION 203: RESIDENTIAL USE

Detached building only for the use of watchmen or caretakers will be permitted; however, temporary lodging for employees and guests will be permitted with the prior written permission of the Hancock County Port and Harbor Commission.

SECTION 204: FIXED PLANT INVESTMENT

A minimum of $5,000.00 per acre, leased or purchased, shall be expended for fixed plant equipment and facilities and such fixed plant equipment and facilities shall be erected, constructed and/or installed within 18 months subsequent to the effective date of the lease agreement or purchase as applicable.

SECTION 205: OPTION TO LEASE OR PURCHASE PROPERTY

A ninety (90) day option to lease may be granted upon advance payment by lessee of an amount equivalent to 10% of the fair market value of the land. A ninety (90) day option to purchase may be granted upon advance payment of an amount equivalent to 10% per annum of the proposed purchase price. Said amounts to be deposited with the Commission, shall be applied to the purchase price or lease upon consummation of sale. Should the option not be exercised then the option payment shall be forfeited to the Commission.

SECTION 206: APPROVAL OF PLANS AND SPECIFICATIONS Book 34 page 598

Seller or lessor reserves the right to approve the architectural and engineering plans for the structures as well as the site plans to insure compliance with these covenants and designated building codes. No construction, or modifications for existing construction, shall be allowed to proceed prior to this approval. All plans and specifications shall be prepared under the direction of a professional engineer and/or architect registered in the State of Mississippi and shall bear his seal. Published codes to be complied with in the design shall be:

Southern Building Code
Southern Plumbing Code
Southern Gas Code
National Electric Code
Flammable and Combustible Liquids Code
A.R.E.A. Standards for Spur Tracks

and any other published codes pertinent to a particular industry, and approval obtained from the Mississippi Air and Water Pollution Control Commission and Environmental Protection Agency. The Hancock County Port and Harbor Commission does not assume any responsibility for assuring compliance of plan and specification with the applicable codes and regulations.

SECTION 207: COMMENCEMENT OF CONSTRUCTION

Purchaser or Lessee of a site shall commence building within 6 months from the date of purchase or lease. In the event construction has not been started seller or lessor shall have the privilege of reacquiring the land at the end of 6 month period at the original sale or lease price excluding any interest and less $1,500.00 per acre (cost of land release from Economic Development Administration).

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

SECTION 208: WASTE DISPOSAL

Bk 34 pg 599

A. INDUSTRIAL WASTE DISPOSAL

All purchasers or lessees shall provide treatment of waste such that pollution of interstate and coastal waters is prevented. Such treatment shall conform to the requirements of Regulation I-67 Water Quality Criteria for Interstate and Coastal Waters as determined by the Mississippi Air and Water Pollution Control Commission.

B. Liquid Waste Disposal

Services for sanitary waste disposal shall be provided by the Commission to a point in existing or proposed utilities right-of-way and at a rate as may be established by the Commission.

C. Solid Waste Disposal - Flammable Materials

Flammable materials can be disposed of by incinerators approved by the Mississippi Air and Water Pollution Control Commission and by the Environmental Protection Agency.

D. SOLID WASTE DISPOSAL - NON-FLAMMABLE

Certain particular areas on site shall be designated for disposal of certain types of solid waste with the approval of the Director of the Commission or his designated agent. Types of solid waste not approved by the Director for on-site disposal shall be removed to a public disposal site established by the Hancock County Board of Supervisors.

SECTION 209: AIR POLLUTION

Odor, smoke, and dust including solid or liquid particles that may contaminate the air shall be controlled under standards as established by the Mississippi Air and Water Pollution Control Commission and the Environmental Protection Agency.

SECTION 210: OFF-STREET PARKING

Bk 34 pg 600

Minimum off-street parking facilities for the storage and parking of motor vehicles for use of occupants, employees and patrons of the buildings hereinafter erected, altered or extended after the effective date of sale or lease shall be as follows:

1. Parking in relation to personnel:

   One space for each 1 and 1/2 plant employees.
   One space for each managerial personnel.
   One visitor parking place for each 10 managerial personnel.

2. It shall be the responsibility of the property owner or lessee to extend driveways or roads to existing edges of public streets or roads abutting the property at no expense to grantors, or lessors, even though part of this construction may be within the street or road right-of-way.

3. On-street parking on Public Roads or Right-of Ways is Prohibited.

SECTION 211: SIGNS

Only signs pertaining to the owner's or tenants business may be erected on the property. No sign may be erected within 25 feet of any existing or proposed road or railroad right-of way line except small directional or regulatory signs such as (entrance, stop, employment office, etc:). Erection of larger than 4' x 8' must receive approval of the Port and Harbor Commission.

SECTION 212: BUILDING SET-BACKS

Front set-back on all buildings shall be a minimum of 50 feet from the front property line bordering on any street. Buildings set back from adjoining property line shall be a minimum of 25 feet, so that access to rear of building can be maintained for fire protection and other reasons. The first 50 feet should be maintained for a green area or for parking space.

SECTION 213: PROPERTY MAINTENANCE

The owner and/or lessee shall maintain lots and property in an orderly manner. Failure to maintain property may result in the Hancock County Port

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

Book 324 page 601

and Harbor Commission providing maintenance and assessing costs to owner or lessee.

SECTION 214: TERMINATION OF LEASE

Lessee shall be allowed a period of time for removal of any property not considered a fixture under the laws of the State of Mississippi not to exceed 90 days from the date of termination.

SECTION 215: LAND RECOVERY CLAUSE

In the event of violation of any section of the covenants herein contained, the seller or lessor shall have privilege of reacquiring the land at the end of a 6 month period from the date of the original sale at the original sale price excluding any interest and less $1500.00 per acre (cost of land from Economic Development Administration). In the event the land is leased, the lessee shall forfeit all lease payments to the lessor.

SECTION 216: ENFORCEMENT OF RESTRICTIONS

Enforcement of these restrictions may be either by injunction or by action at law for damages, but no such litigation may be maintained by any person other than the grantor.

SECTION 217: INVALIDATION

Invalidation of any of the foregoing conditions, restrictions or covenants by a court or competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE III

SERVICES AND UTILITIES

Book 324 page 602

SECTION 300: ELECTRIC

Electric service is provided on-site. Any connections to this service or information required by tenant shall receive full information by contacting, Coast Electric Association, (601-467-6535, P.O. Drawer 311, Bay St. Louis, Mississippi, 39520).

SECTION 301: GAS

Suppliers of liquified petroleum gas are available in the area. Negotiations are being conducted with gas suppliers to furnish natural gas on the site.

SECTION 302: TELEPHONES

Telephones are acquired through the Pearlington Exchange and service may be arranged through the business office of South Central Bell (467-9011).

SECTION 303 : WATER

Water shall be supplied through the existing water system to purchasers at the rates established by the Commission. The Commission shall have the right to revise any rates at its discretion. It shall be the responsibility of the purchaser to tie into Commission supplied water mains in the existing or proposed utility right-of-way. The purchaser is required to purchase and install a water meter at his own expense. Meter shall become the property of the Hancock County Port and Harbor Commission and be serviced by and maintained by the Hancock County Port and Harbor Commission. Private water wells shall be prohibited without prior written approval of the Commission.

SECTION 304: SANITARY SEWERAGE

It shall be the responsibility of the purchaser to tie into Commission supplied sewerage systems in the existing or proposed utilities right-of-ways.

SECTION 304: SANITARY SEWERAGE

Book 3-4 page 603

Upon prior approval small quantities of certain liquid industrial waste and waste waters may be injected into the sanitary sewerage system. Such non sanitary waste may be subject to primary treatment prior to injection to sanitary sewerage system.

SECTION 305: RAIL SERVICE

It shall be the purchasers or lessees responsibility to make their own spur track connections to the existing tracks. Spurs shall be designed and constructed using American Railroad Engineers Association specifications. Switching charges shall be published in the Port Bienville Tariff # 2 and approved by the Interstate Commerce Commission. Freight rates shall be governed by Uniform Freight Rate Classification # 10, Interstate Commerce Commission # 6, of J. D. Skerson, T.F.O. and exceptions thereto in Southern Freight Tariff S-2011-Series and approved by the Interstate Commerce Commission.

SECTION 306: STREETS AND ROADS

It shall be the responsibility of the purchaser to construct his own entrance road including culverts and drainage ditches from the edge of the surface of existing or proposed public streets and roads. Construction on County property shall conform to Mississippi Road and Bridge Specifications. (Sketch of Typical X-Section, Attached, See Exhibit "C")

SECTION 307: COMMISSION SUPPLIED SERVICES

An equitable assessment shall be made to each purchaser or lessee for maintenance to roads and streets, security patrol services and fire protection services. Commission to supply patrol services for the Port Bienville Industrial Park area. Industries will furnish their own in-plant security patrol.

ARTICLE IV

PUBLIC AREAS

Book 3-4 Page 604

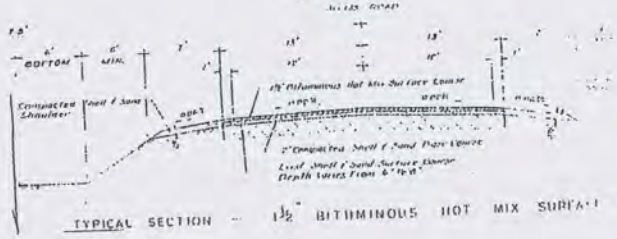
SECTION 400: WATERWAYS

Rules and regulations governing the waterways shall be those of the United States Coast Guard and defined as Rules of the Road for Inland Waterways, printed by the Superintendent of Documents, Government Printing Office, Washington, D. C.

SECTION 401: PUBLIC DOCKS AND WAREHOUSE

Use of Public Docks and Warehouse shall be defined in Tariff # 1, Charges, Rules and Regulations Public Docks, Port Bienville, published by the Hancock County Port and Harbor Commission, Hancock County, Mississippi.

(EXHIBIT "C")



TYPICAL SECTION - 1½" BITUMINOUS HOT MIX SURFACE

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

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ARTICLE V.

ENABLING LEGISLATION

SECTION 509 - LEGISLATION

Book 3-4 page 605

Chapter 199, Laws of 1956:

Section 6. The board of supervisors of any county in which there has been created a county port authority as herein provided, is hereby given the authority, through the county port authority or such other agencies as hereinafter may be provided by law, to engage in work of internal improvement or promoting, developing, constructing, maintaining, and operating harbors or seaports within the county, and shall have the power to acquire, purchase, install, lease, construct, own, hold, maintain, repair, equip, use, control, and operate wharves, piers, docks, ways, elevators, compresses, warehouses, roadways and water, air and rail terminals and other structures, facilities and lands needful for the convenient use of the same in the aid of commerce, including the deepening of any part of said harbor, and/or extending, enlarging and adding to the same by dredging in any direction, including inland, provided, that such work, improvements and facilities shall always be and remain under the management and control of such county through the county port authority, or such other governing agency or agencies as may hereafter be provided by law, or under the joint management and control of such county and the municipality in which the port of entry is located, acting through the county port authority and the municipal port commission; any such county, acting through its county port authority, shall have the following additional powers and authority: to set aside or lease portions of the said lands, wharves, docks, sheds, warehouses, elevators, compresses, or any necessary or useful improvements for special purposes, for a term not exceeding twenty-five (25) years; and to lease same for industrial use for a term not exceeding ninety-nine (99) years to individuals, firms or corporations, public or private, on such terms and conditions and with such safeguards as will best promote and protect the public interest. The enumeration of any specific rights and powers conferred herein, and elsewhere in this Act, where followed by general powers, shall not be construed in a restrictive sense, but rather as broad and comprehensive a sense as possible to effectuate the purposes of this Act. Any such industrial lease may be executed upon such terms and conditions and for such monetary rental or other considerations as may be found adequate and approved by the county port authority and board of supervisors in orders or resolutions authorizing the same. Any covenants and obligations of the lessee to make expenditures in determined amounts, and within such time or times, for improvements to be erected on the land, by such lessee and to conduct thereon industrial operations in such aggregate payroll amounts and for such period of time or times as may be determined and set forth in such lease, and to give preference in employment where practicable to qualified residents of the port of entry and of the county in which such port is situated, shall if included in such lease constitute and be deemed sufficient consideration for the execution of any such lease in the absence of substantial rental or other considerations; any such instrument may contain appropriate provisions giving the lessee the right to remove such improvements upon termination of the lease. Such county shall also have the power and authority to acquire by eminent domain proceedings, purchase, or otherwise, the land, property and rights that may be necessary for the foregoing purposes, and for such purposes such county shall have the right to acquire by eminent domain lands.

ENABLING LEGISLATION (continued) Book 3-4 page 606

as amended by Section 6, Chapter 226, Laws of 1958.

"Section 6. Section 6, Chapter 199, Laws of 1956, is hereby amended to read as follows:

"Section 6. The Board of Supervisors of any county in which there has been created a County Port Authority or County Development Commission as herein provided, is hereby given the authority, through the County Port Authority, County Development Commission, or such other agencies as hereinafter may be provided by law, to engage in work of internal improvement or promoting, developing, constructing, maintaining, and operating harbors or seaports within the county, and shall have the power to acquire, purchase, install, lease, construct, own, hold, maintain, repair, equip, use, control, and operate wharves, piers, docks, ways, elevators, compresses, warehouses, roadways and water, air and rail terminals and other structures, facilities and lands needful for the convenient use of the same in the aid of commerce, including the deepening of any part of said harbor, and/or extending, enlarging and adding to the same by dredging in any direction, including inland, provided that such work, improvements and facilities shall always be and remain under the management and control of such county through the County Port Authority or County Development Commission, or such other governing agency or agencies as may hereinafter be provided by law, ... any such county, acting through its County Port Authority or County Development Commission, shall have the following additional powers and authority: to set aside or lease portions of the said lands, wharves, docks, sheds, warehouses, elevators, compresses, or any necessary or useful improvements for special purposes, for a term not exceeding twenty-five (25) years; and to sell, lease or otherwise dispose of same to individuals, firms or corporations, public or private, for industrial use, on such terms and conditions and with such safeguards as will best promote and protect the public interest; and they are hereby authorized to transfer title or possession of any part or all of such lands by special warranty deed, lease, contract, or other customary business instrument; however, no such lease shall be executed for a term in excess of ninety-nine (99) years from the date . . . . . Such county acting through the Port Authority or Development Commission shall have the right to reclaim submerged lands for such purposes, and shall also have the right to acquire by eminent domain proceedings

Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to

Book 3-4 page 607

purchase, or otherwise, the land, property and rights that may be necessary for the foregoing purposes. In the exercise of eminent domain the county, acting through the Port Authority or Development Commission, shall have all power and authority vested in persons or corporations having the right of eminent domain by Chapter 3, Title 12, Code of 1942, and all other statutes pertinent thereto."

Section 4, Chapter 393, Laws of 1962

Section 4. "Such county port and harbor commission shall have the powers and duties vested in the county port authority or the county development commission by chapter 199, Laws of 1956, as amended and supplemented. Provided, however, that no county in which a county port and harbor commission has been created, as provided in this act, shall be entitled to receive any portion of the state ad valorem tax made available for port improvement purposes under the provisions of house bill 240, enacted at the 1962 regular session of the legislature, unless and until such county has made application to the Commission of Budget and Accounting of the State of Mississippi, created by chapter 24, extraordinary session of 1955, being section 9101-01, Mississippi Code of 1942, Recompiled, and such commission shall first adjudicate and determine the feasibility of the project for which application for such funds is made, as provided in section 2 of house bill 240, enacted at the 1962 regular session of the legislature. Provided, however, that no such application shall be submitted to the commission of budget and accounting by any such county prior to July 1, 1964."

Section 5. "This act shall take effect and be in force from and after its passage."

Approved June 1, 1962.

APPENDIX SHEET

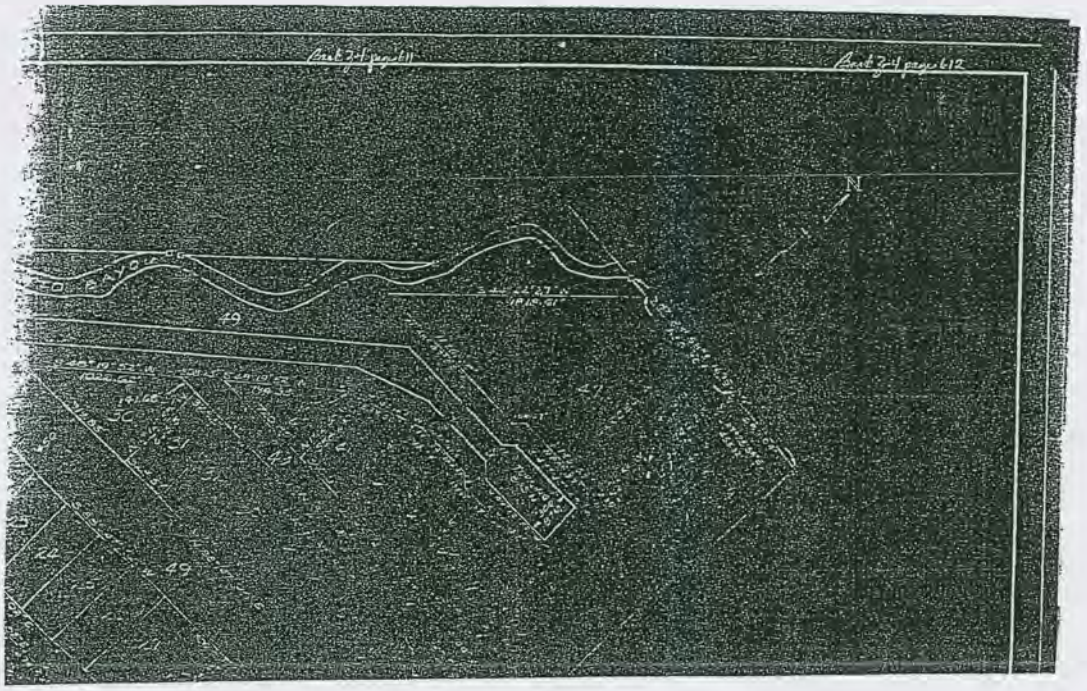
Book 3-4 page 608

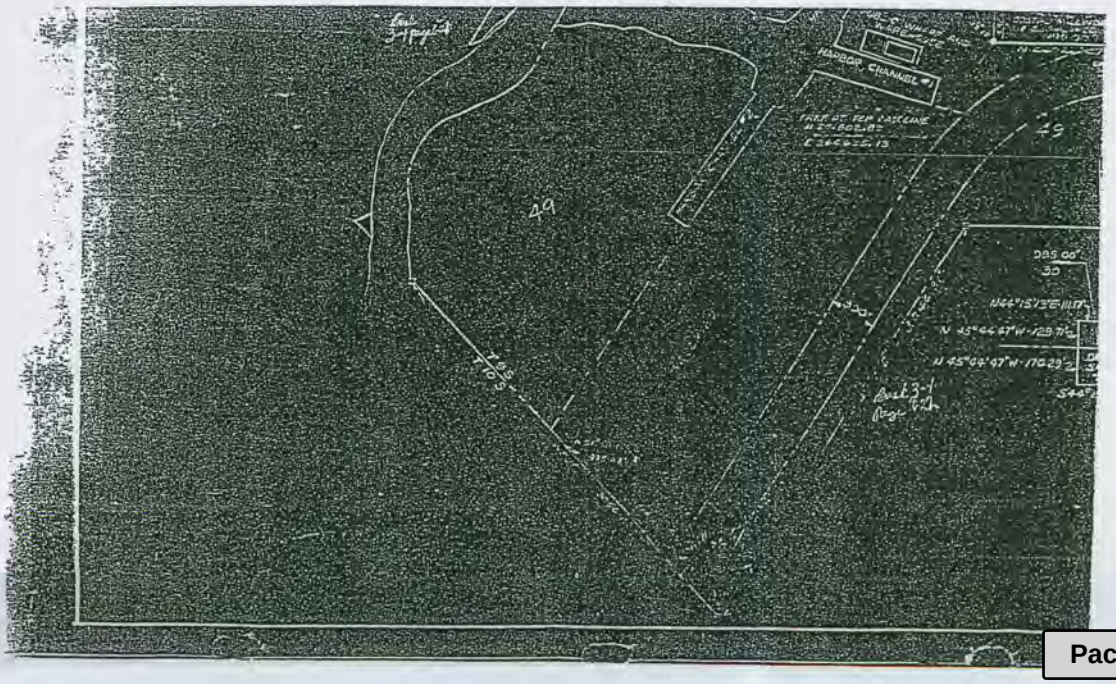
Appendix A : SUMMARY OF AMENDMENTS

Original	Article	SECTION	PAGE	ADOPTED COMMISSION	
Amendment No. 1					

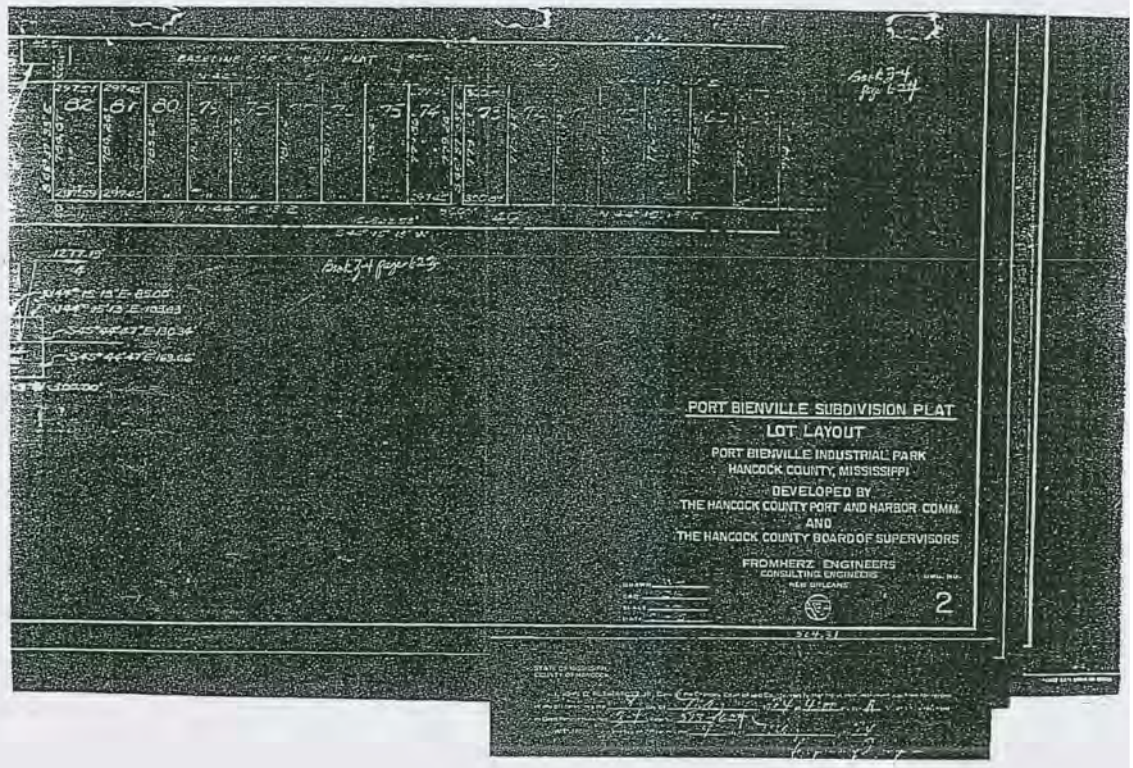
Appendix B : LIST OF AMENDMENTS

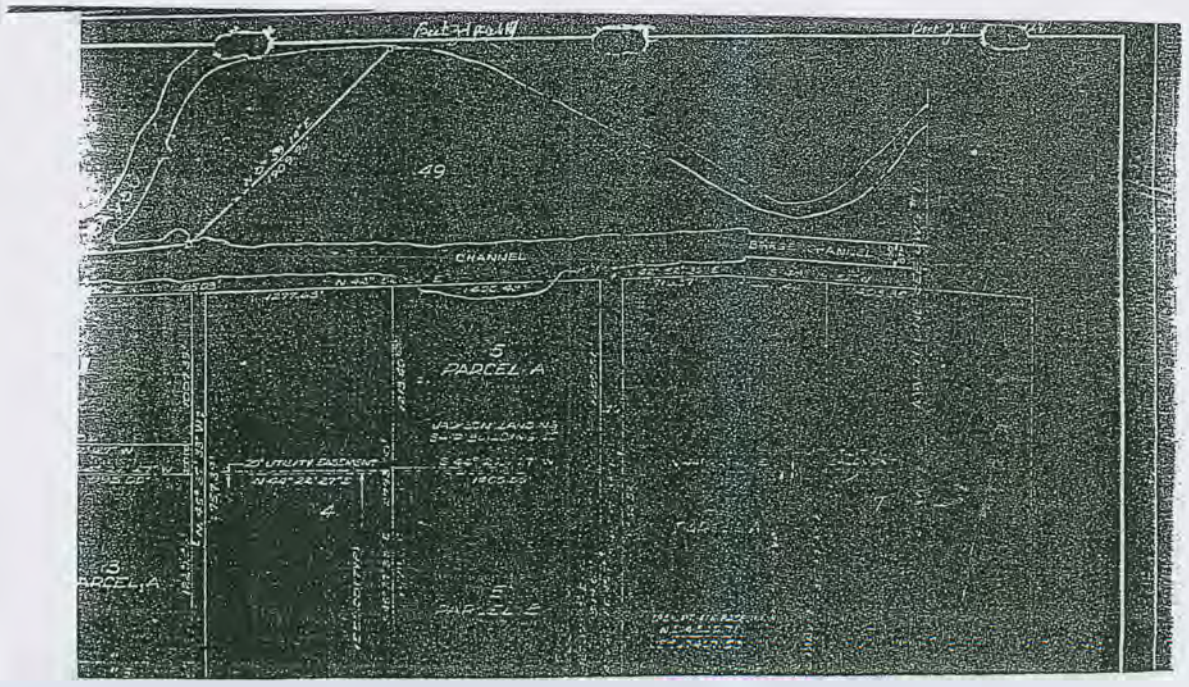
	ARTICLE	SECTION	PAGE	ADOPTED COMMISSION	



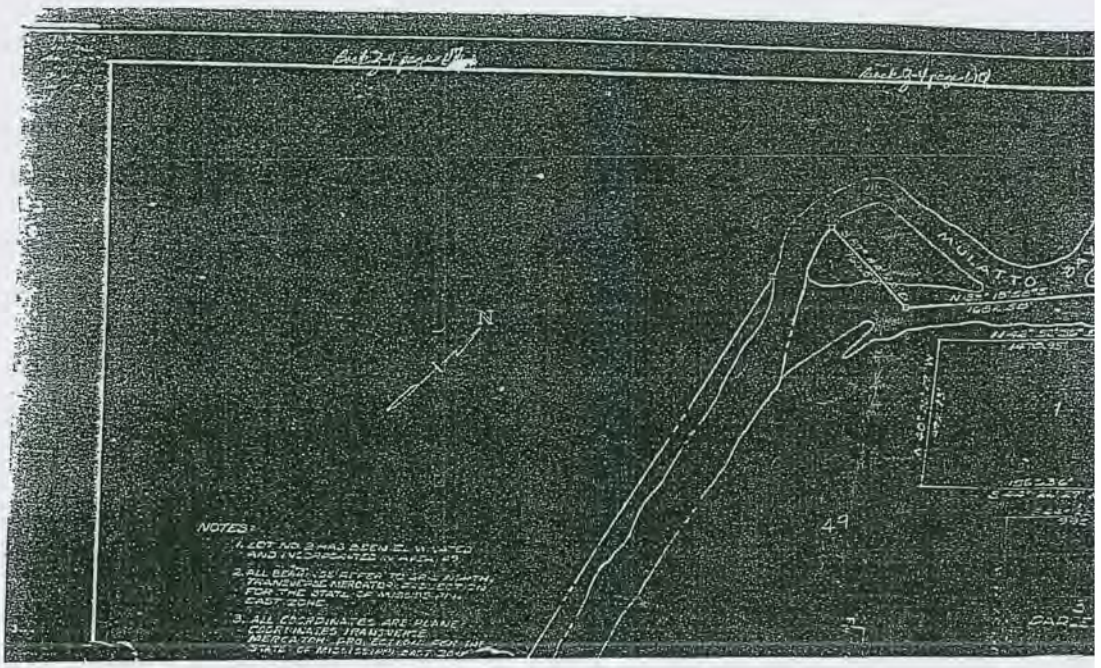


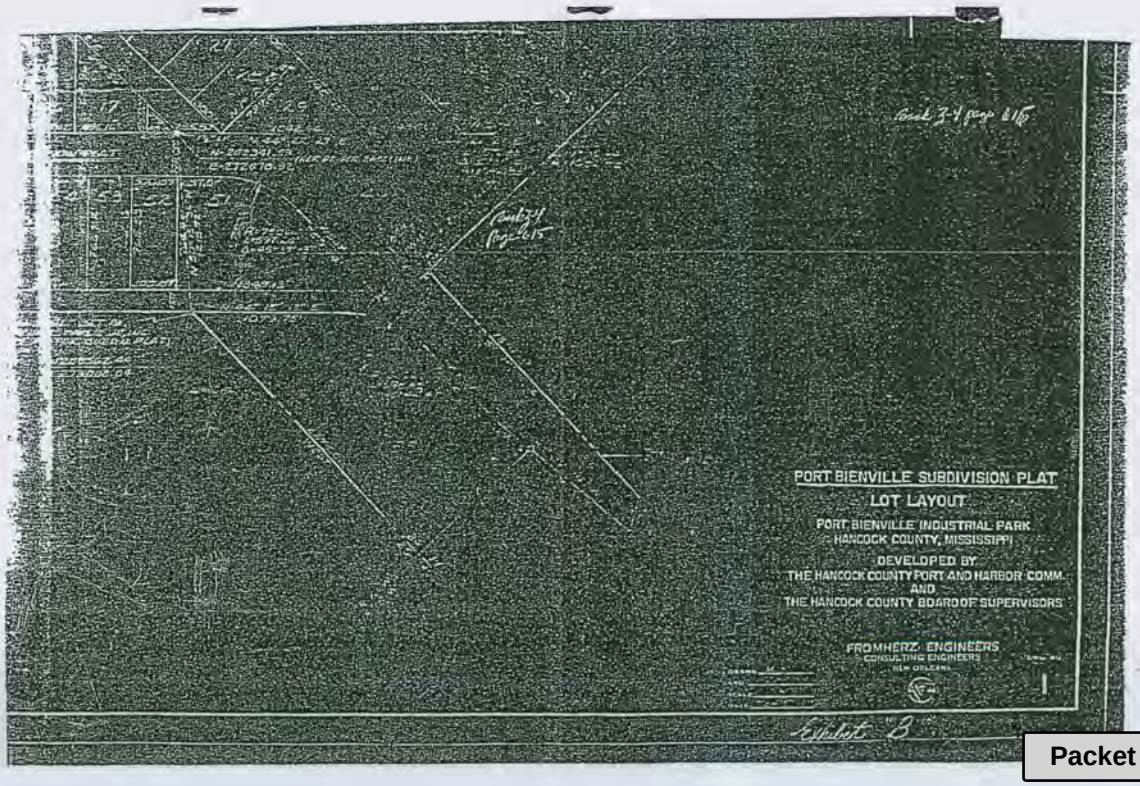
Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,





Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,





Attachment: Resolution# 20220613-11 Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 13, 2022
To:	Port & Harbor Commission
From:	Allison Hess,
Subject:	RESOLUTION# 20220613-11
	ASSIGNMENT OF THE RAILCAR FACILITY LEASE AGREEMENT WITH THE ANDERSONS TO CATHCART ACQUISITIONS COMPANY II, LLC

ATTACHED:
HCPHC Consent to Assignment.v2 ah.docx 6.10.22
12-01-14 Anderson Railcar Facility Lease Agreement

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220613-11

ASSIGNMENT OF THE RAILCAR FACILITY LEASE AGREEMENT WITH THE ANDERSONS TO CATHCART ACQUISITIONS COMPANY II, LLC

WHEREAS, by resolution dated November 24, 2014, the Commission entered into a "Railcar Facility Lease Agreement" effective January 1, 2015 and ending December 31, 2022 with the Andersons, Inc to perform railcar maintenance and repair in Port Bienville Industrial Park.

WHEREAS, by letter dated June 8, 2022, attached hereto and incorporated by reference, the Andersons, Inc informed the Commission that they had entered into an asset purchase agreement with Cathcart Acquisition Co II, LLC for the sale of the assets of its railcar business;

WHEREAS, it would be in the best interest of the Hancock County Port & Harbor Commission to authorize the Chief Executive Officer or his delegee to execute any and all documents necessary to complete the ASSIGNMENT with The Andersons, Inc. and Cathcart Acquisitions Co II, LLC for the remainder of the current lease ending December 31, 2022;

NOW THEREFORE BE IT RESOLVED, that Hancock County Port and Harbor Commission hereby authorizes the Chief Executive Officer or his delegee to execute any and all documents necessary to complete the ASSIGNMENT with The Andersons and Cathcart Acquisitions Co II, LLC;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

ATTACHED:
HCPHC Consent to Assignment.v2 ah.docx 6.10.22
12-01-14 Anderson Railcar Facility Lease Agreement

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Robert Martin, Treasurer
SECONDER:	Michael Casano, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
HCPHC Consent to Assignment.v2 ah.docx 6.10.22
12-01-14 Anderson Railcar Facility Lease Agreement

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

The Andersons, Inc.
1947 Briarfield Boulevard • Maumee, Ohio, 43537 • (419) 893-5050

June 8, 2022

Hancock County Port and Harbor Commission
14054 Fred and Al Key Road
Kiln, MS 39556
Attn: Shane LaFontaine (slafontaine@hcphc.ms)
William P. Cotter

Re: Request for Consent to Assignment

Dear Shane:

We are writing to inform you that The Andersons, Inc. ("The Andersons") has entered into an asset purchase agreement with Cathcart Acquisition Co II LLC ("Buyer"), an indirect, wholly-owned subsidiary of Cathcart Rail, LLC, pursuant to which The Andersons will sell the assets of its railcar repair business to Buyer (the "Transaction"). The Transaction is expected to close on or before July 8, 2022.

The Andersons is currently a party with Hancock Country Board of Supervisors ("HCBS") and Hancock County Port and Harbor Commission ("HCPHC") to the following argeements: (i) Railcar Facility Contract dated November 1, 2014 by and between The Andersons and HCBS by and through HCPHC; and (ii) Railcar Facility Lease Agreement dated December 1, 2014 and effective as of January 1, 2015 by and between The Andersons and HCBS and HCPHC (together with any amendments, addenda, statements of work, exhibits and schedules thereto, collectively, the "Agreements"). To the extent the Agreements require the consent of HCBS and HCPHC to any assignment, we are hereby requesting that HCBS and HCPHC consent to the assignment of the Agreements by The Andersons to Cathcart Field Services, LLC, an affiliate of Buyer and subsidiary of Cathcart Rail, LLC (the "Assignment Consent Request").

By signing in the signature blank provided on the following page and returning a .Pdf copy to me via email at brian_valentine@andersonsinc.com, HCBS and HCPHC each hereby grants the Assignment Consent Request.

As a reminder, the content of this letter and the identity of Buyer is confidential information and should not be discussed with or disclosed to third parties.

Please countersign this letter no later than June 17, 2022. If the Transaction does not close, this letter will be null and void and of no effect. Please let me know if you have any questions.

Sincerely,

Brian Valentine
Executive Vice President and Chief Financial Officer
The Andersons, Inc.

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Effective as of the date written below, the undersigned hereby agrees to the requests as described above, and acknowledges and agrees that the Agreements shall remain in full force and effect following the closing of the Transaction:

Hancock County Board of Supervisors

By: Hancock County Board of Supervisors
Name: Scott A.D.
Title: Board President
Date: June 20, 2022

Hancock County Port and Harbor Commission

By:
Name: William P. Cottrell
Title: CEO / Executive Director
Date: 06-13-2022

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

CERTIFIED RESOLUTION
OF THE
HANCOCK COUNTY PORT AND HARBOR COMMISSION

Upon motion by Commissioner Meranto, seconded by Commissioner Farve, the Commission approved the following resolution:

WHEREAS, there came on for consideration the desire of **THE ANDERSONS, INC.** (Lessee) to **lease** property commonly known as the "Railcar Wash Facility" including the building and railroad tracks leading thereto commonly known as the Carwash Track 1 and Track 2, the Carwash Spur and the Carwash Run-a-round track", located at Port Bienville Industrial Park, Hancock County, MS, from Hancock County Board of Supervisors and its Hancock County Port and Harbor Commission (Lessor); and

WHEREAS, lessee shall use the leased premises and improvements thereon for the purpose of maintenance of and repair to railcars which may pass through Port Bienville; and

WHEREAS, the Lease Agreement shall be for a primary term beginning on January 1, 2015 and terminating on December 31, 2022; and

WHEREAS, it would be in the best interest of the Hancock County Port & Harbor Commission and Hancock County that the **RAILCAR FACILITY LEASE AGREEMENT** be approved, a copy of which is attached hereto and made apart hereof, showing the terms and conditions of the agreement;

NOW THEREFORE BE IT RESOLVED, the **RAILCAR FACILITY LEASE AGREEMENT** be approved, a copy of which is attached hereto and made apart hereof, is hereby approved and accepted by the Hancock County Port & Harbor Commission; and

BE IT FURTHER RESOLVED, that the President and Secretary of the Hancock County Port and Harbor Commission are hereby authorized to execute said **RAILCAR FACILITY LEASE AGREEMENT** with **THE ANDERSONS, INC.** to **lease** property commonly known as the "Railcar Wash Facility" including the building and railroad tracks leading thereto commonly known as the Carwash Track 1 and Track 2, the Carwash Spur and the Carwash Run-a-round track", located at Port Bienville Industrial Park, Hancock County, MS, from Hancock County

Board of Supervisors and its Hancock County Port and Harbor Commission (Lessor), a copy of which is attached hereto and made apart hereof; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

The motion was put to a vote with the following result:
VOTING YES: Commissioners Kane, Farve, Meranto, Taylor, Bevis Pullman and Marquar
VOTING NO: None
ABSENT: Commissioner Gallagher
Having received an affirmative vote from a majority of the members of the Commission, the President declared the motion carried this the 24th day of November 2014.

CERTIFICATION

I, **HARRY J. FARVE,** Secretary of the Hancock County Port and Harbor Commission, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by this Commission at its REGULAR MEETING November 24, 2014, held in the offices of the Commission office located at 706 Highway 90, Waveland, MS 39576, at 2:00 p.m.

CERTIFIED, this the 24th day of November, 2014.

Harry J. Farve

Harry J. Farve, Secretary

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

RAILCAR FACILITY LEASE AGREEMENT

WHEREAS, the Hancock County Port and Harbor Commission (HCPHC) operates The Port Bienville Railroad located in Port Bienville, Mississippi (PBVR) and requires rail car maintenance and repairs for rail cars on its railroad from time to time; and

WHEREAS, The Andersons, Inc. is engaged in the business of rail car maintenance and repair; and

WHEREAS, HCPHC wishes to allow The Andersons Inc. to maintain and repair railcars which may pass through Port Bienville and is willing to allow The Andersons Inc. to use HCPHC property to maintain and repair such rail cars along with rail cars that may be owned or controlled by The Anderson Inc. or its customers;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

This Lease Agreement is entered into by and between the **HANCOCK COUNTY BOARD OF SUPERVISORS AND ITS PORTAND HARBOR COMMISSION**, hereinafter referred to as LESSOR, and**THE ANDERSONS, INC.,** an**Ohio corporation**, hereinafter referred to as LESSEE, which desires to enter into said Lease Agreement for the leasing of certain property at Port Bienville Industrial Park described herein.

Initials

NOW, THEREFORE, in consideration of mutual covenants and stipulations herein contained, the parties do mutually contract and agree, each for itself and its heirs, successors, and assigns, as follows:

I

LEASED PREMISES

LESSOR hereby leases and provides unto LESSEE, certain premises of the LESSOR, being hereinafter referred to as the LEASED PREMISES, including the following, to-wit:

"The property commonly known as the "Railcar Wash Facility" including the building and railroad tracks leading thereto commonly known as The Carwash Track 1,Track 2, and Track 3, the Carwash Spur and the Carwash Run-a-round track."

PROVIDED, however, that the property so described above is hereby leased to LESSEE subject to any and all restrictions and conditions imposed upon the LESSOR in the deeds under which the LESSOR obtained said land, said deeds being on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi. LESSEE shall abide by the published Port Bienville Industrial Park Tariff No. 1-A, the Port Bienville Railroad Freight Tariff Port Bienville Railroad 8000-A, the Supplement 1 to Freight Tariff Port Bienville Railroad 8000-A or other applicable Tariffs (incorporated herein as **Exhibit "B"**), Port Bienville Water and Sewer Ordinance (incorporated herein as **Exhibit "C"**) and Port Bienville Industrial Park Covenants (incorporated herein as **Exhibit "D"**).

Initials

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

II

USE OF PREMISES

LESSEE shall use the LEASED PREMISES and improvements thereon for the purpose of maintenance of and repair to railcars, only as more fully set forth in the Railcar Facility Contract attached hereto and made a part herein as **Exhibit "A"**.

Subject to the limitations set forth below, LESSEE shall have reasonable access to the roadways and railways of the Port Bienville facility for egress and ingress and to the facility to accommodate LESSEE's operations. Such rights shall be non-exclusive and the activities on such areas, railways and roadways shall not interfere with the rights of the LESSOR or its other users.

It is recognized and acknowledged that the business of the LESSOR is Industrial Park related, and any use by the LESSEE of all or any of the Leased Premises shall not interfere with any operations of the LESSOR or its other users, it being agreed that the continued operations of the Port, Railroad and Industrial Park are to have precedence.

The Leased Premises shall be used for maintenance and repair of railcars; said premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass.

Prior to commencing any activities or operations on the leased site, LESSEE shall comply with any and all federal and state regulations, and should it be required, shall obtain all necessary permits from the Department of Environmental Quality, Environmental Protection Agency and any other agency in order to protect and safeguard the LESSOR and the leased property from any hazardous condition or unpermitted releases. In the event that the LESSEE shall cause, through its actions, release of hazardous substances from and on the leased premises, LESSEE shall, at its sole expense, immediately remove such hazardous substances and remediate

Initials _____ _____

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

the leased premises to the satisfaction of MDEQ, EPA and/or LESSOR. To ensure the environmental protection of the leased premises, the LESSEE has provided a deposit of **Three Thousand Dollars** ($3,000.00), to be used by LESSOR at the termination of this lease to pay for an ASTM Phase I environmental audit of the Leased Premises.

The LESSEE shall also pay an amount of **Sixty Dollars** ($60.00) per month, which shall be accumulated over the life of the lease and applied to the cost of any additional environmental assessments or site remediation that may be required upon the completion of the Phase I ASTM environmental audit. Should no further environmental assessment and/or site remediation be required after the Phase I environmental audit upon Lessor approved vacation of the premises by the LESSEE, the entire amount of fees and interest accumulated under this fee shall be remitted to the LESSEE.

III

LEASEHOLD AND RELATED PAYMENTS

The payment for use of the Leased Premises in furtherance of LESSEE's operations shall be as follows:

(1) **Nine Thousand Dollars** ($9,000.00) per month payable on the first day of each month following execution of this lease agreement. Any period of time between the execution of this lease and the first day of the following month shall be prorated.

(2) If LESSEE shall fail to make timely payment of any and all rentals and/or other payments due hereunder and as set forth in **Exhibit "A"** within fifteen (15) days from the due date thereof, LESSEE will be placed in default as provided herein or LESSEE shall pay in addition to the amount due, five percent (5%) of past due amount, for each month that LESSEE is in arrears.

Initials

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

IV

TERM

The primary term of this lease shall be for three years beginning on January1, 2015 and terminating on December 31, 2022. The term may be extended upon mutual agreement of both parties.. Notice of request to extend the lease term shall be provided by either party to the other within sixty (60) days of the expiration of the lease.

V

RESPONSIBILITY FOR OPERATIONS

It is expressly understood and agreed that the LESSOR shall have no obligation or responsibility for the LESSEE's business operations, LESSEE being solely responsible therefore. The LESSOR shall have no obligation to furnish electricity, telecommunications or gas. However, LESSOR shall provide easements for the necessary utilities to be located in the sole discretion of the LESSOR. LESSEE must obtain separate meters or billing for said utility service(s), and LESSEE shall be responsible for maintaining utilities in accord with normal business practice. LESSOR shall have no obligation to furnish services including, but not limited to, garbage or trash pickup, plumbing hookup, pest control, or any other facilities or services, and shall not be required or expected to furnish any equipment or labor to repair, alter, or remedy any defect, inadequacy, or insufficiency in the Leased Premises.

VI

WATER AND SEWER SERVICES

LESSOR will provide water and sewer services to LESSEE pursuant to and in accordance with the HancockCountyPort and Harbor Commission Water and Sewer Use Ordinance. Lessee shall pay LESSOR for the water and sewer services provided as set forth in

Initials JHS RRK

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

the referenced Ordinance. A copy of the Water and Sewer Use Ordinance is attached hereto as **Exhibit "C"**.

VII

PARKING AREA

LESSEE shall, at its own expense, maintain on the Leased Premises adequate parking areas for the LESSEE's employees, suppliers and customers. LESSEE shall at all times during the Lease, at its own expense erect and maintain sufficient floodlighting and other means of illumination to illuminate the parking area during all twilight and evening hours.

VIII

MAINTENANCE/REPAIR

LESSEE shall maintain all portions of the Leased Premises and adjoining areas in a safe, neat and sanitary condition free of dirt, rubbish, and unlawful obstructions; said maintenance includes but is not limited to lawn maintenance. Notwithstanding any insurance proceeds which may apply, throughout the term hereof, LESSEE, at its expense, including insurance deductibles, shall take good care of, and make all necessary repairs to the Leased Premises and all improvements and regardless of whether interior or exterior, structural or nonstructural, ordinary or extraordinary, or foreseen or unforeseen. As used in this Article, "repairs" include all necessary replacements, renewals, alterations, additions, and betterments. All repairs made by the LESSEE shall be at least equal in quality and class to the original work. If repairs are not adequate or acceptable to LESSOR, the LESSOR may, at its sole discretion, take such action as it deems appropriate, and LESSEE shall be liable to and immediately reimburse LESSOR within fifteen (15) days of written notice for all of LESSOR's associated costs. If LESSEE fails to reimburse LESSOR, such nonpayment will be considered a default of the Lease.

Initials

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

IX

IMPROVEMENTS TO THE FACILITY

All improvements, alterations and/or additions shall be approved by the LESSOR prior to construction and become the property of the LESSOR at the time of completion of said improvements, alternations and/or additions.

All materials used for such improvements, alterations and additions and workmanship shall be of first class quality. All architects, engineers, contractors, subcontractors, materialmen and workmen shall be licensed (if required by law) and skilled in their profession and trade.

LESSEE shall not permit the accumulation of building supplies, equipment, waste material, or rubbish on the Leased Premises, and during the construction and upon completion shall cause all rubbish, implements, materials, and equipment to be removed from the Leased Premises. If LESSEE shall fail to remove materials, LESSOR, at its option, may remove the materials at LESSEE's costs.

X

LESSEE'S LIENS

LESSEE shall not suffer any mechanic's or materialmen's liens to be filed against the Leased Premises by reason of work, labor, services performed or materials furnished to LESSEE, including, but not limited, for improvements, alterations and/or additions to the Leased Premises, or to anyone holding part of the Leased Premises under LESSEE.

If such lien shall at any time be filed against the Leased Premises, LESSEE may contest the same in good faith, but notwithstanding such contest LESSEE shall, within thirty (30) days after the filing thereof, cause such lien to be released of record by payment, bond, or order of a court of competent jurisdiction or otherwise. In the event LESSEE shall fail to release of record

Initials

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

any such lien within the aforesaid period, LESSOR may (but shall not be obligated to) remove said lien by paying the full amount thereof or by bonding it or by any other method LESSOR deems appropriate, without investigating the validity thereof and irrespective of the fact that the LESSEE may contest the propriety or the amount thereof, and LESSEE, upon demand, shall pay LESSOR the amount so paid in connection with the discharge of said lien together with all LESSOR's expenses incurred in connection therewith including attorneys fees. LESSOR may at its sole discretion waive payment of such liens, and LESSEE may then contest the validity of said lien, at LESSEE's own expense. Nothing contained in this Lease shall be construed as a consent by LESSOR to subject the Leased Premises to any lien or liability under the lien laws of the State of Mississippi or otherwise.

XI

ASSUMPTION OF EXPANSION EXPENSES

Any and all expansion, improvements or expenses to Port, Railroad or Industrial Park facilities or infrastructure which are reasonably necessary as a result of LESSEE's operations under this Lease or by the appropriate regulatory agency, shall be made at the expense of LESSEE. At the end of the Lease, LESSOR and LESSEE shall agree upon the amount of compensation to be paid LESSEE by LESSOR for those improvements which are attachments to the LEASED PREMISES. In the event LESSOR has entered into lease agreements with other entities whereby said entities will also conduct Port and/or Industrial Park related operations, and the improvement or expansion or expense is reasonably necessary as a result of the common use of all lessees, then all expenditures shall be prorated among all of the entities, including LESSEE, on the basis of the need for such expenditures caused by each entity. Each entity's pro

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rata share of the costs and expenses shall be determined by mutual agreement of the entities. Should entities be unable to agree, LESSOR shall determine the allocation in its sole discretion.

XII

CASUALTY, STORM OR ACT OF GOD

Should a casualty, storm, or Act of God result in damages or destruction to the majority of the LEASED PREMISES and/or improvements on the LEASED PREMISES and the LEASED PREMISES are rendered inoperable as certified by LESSOR by such casualty, storm or Act of God for a period of thirty (30) continuous days or more, LESSEE shall have the right to suspend this Agreement ten (10) days after giving written notice to the LESSOR. If LESSOR determines at it sole discretion that the LEASED PREMISES and improvements thereon must be vacated to allow LESSOR to rebuild, repair or restore LEASED PREMISES, then LESSEE shall vacate and surrender to LESSOR the LEASED PREMISES and improvements thereon within ten (10) days of receipt of written notice to vacate. IF LESSOR and LESSEE agree that the LEASED PREMISES and improvements can be repaired within a reasonable time, LESSEE may request LESSOR to perform the repairs during which time the rentals provided herein are suspended. If LESSOR and LESSEE do not agree to the repair and/or time frame to complete the repair to the damaged improvements, LESSOR may terminate the Lease within ten (10) days of written notice. If LESSEE requests that it be allowed to perform the proposed repairs after LESSOR has accepted them as necessary and timely, LESSEE shall use all reasonable efforts in good faith to repair in a timely manner the improvements and LEASED PREMISES to such a state that it can reasonably resume operations, provided, however, that such suspension shall not exceed ninety (90) days. Failure to resume lease payments within ninety (90) days shall be considered a breach of this Agreement, unless LESSEE can show that the improvements, repair

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or restoration are under way and proceeding with due diligence but for reasons beyond LESSEE's control the work cannot be complete within the ninety (90) day period. In such case, LESSOR, may, upon sufficient proof that LESSEE is using its best efforts to complete the work, agree to allow up to ninety (90) days additional time for completion. It shall be in LESSOR'S sole discretion whether or not to allow LESSEE to perform the repairs referenced herein. During the time period in which LESSEE is performing restoration and repair to and on the Leased Premises and improvements thereon, LESSOR may use the Leased Premises for Port or Industrial Park purposes so long as use does not interfere with repairs. Nothing herein, however, shall abridge, modify, or change the provision of this Lease describing the conditions imposed upon the LESSEE for breach of Agreement.

XIII

LAWSAND REGULATIONS

LESSEE shall abide by all applicable Municipal, State, and Federal laws and regulations, Homeland Security and the published Port Bienville Industrial Park Tariff No. 1-A, the Port Bienville Railroad Freight Tariff Port Bienville Railroad 8000-A, the Supplement 1 to Freight Tariff Port Bienville Railroad 8000-A or other applicable Tariffs (incorporated herein as **Exhibit "B"**), Port Bienville Water and Sewer Ordinance (incorporated herein as **Exhibit "C"**) and Port Bienville Industrial Park Covenants (incorporated herein as **Exhibit "D"**).

LESSEE shall not do any act or permit any activity on the Leased Premises or in any operations thereon which would constitute a violation of any law, regulation or ordinance.

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XIV

INDEMNIFICATION BY LESSEE

LESSEE will protect, indemnify, and save harmless the State of Mississippi, its political subdivisions, Hancock County and the Hancock County Port and Harbor Commission, and their employees, agents, servants, board members, commissioners, and executive officers and directors from and against all liabilities, obligations, claims, damages, penalties, causes of action, and expenses (including without limitation, attorneys fees) arising or occurring as a result of LESSEE'S use of the Leased Premises by reason of:

(1) Any accident, injury or death of person or loss or damage to property occurring on the Leased Premises, or arising out of or in any way associated with any activity of LESSEE, its affiliated persons or corporations, employees or assigns, on the Leased Premises, the Port or Industrial Park property or otherwise, except to the extent caused by LESSOR's sole negligence or misconduct;

(2) Any failure on the part of LESSEE to perform or comply with any of the terms of this Lease;

(3) The performance of any labor or services or the furnishing of any materials or other property in respect to the Leased Premises and its Railcar Service as set forth in **Exhibit A**or any part thereof;

(4) Any claims for air pollution and/or water pollution or diminution of water quality occurring as a result of any release or disposal of petroleum based products and/or chemicals and/or hazardous substances which occurs in connection with, in any way, LESSEE's use of the Leased Premises and/or its operation, which may cause accident, injury, or death of person or loss or damage to property.

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In the case of any action, suit or proceeding, including FELA claims, brought against LESSOR by reason of any such occurrence set forth in this paragraph, LESSEE, upon LESSOR's request, will at LESSEE's expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by LESSEE and approved by LESSOR. The obligations by LESSEE as aforesaid shall survive any termination of this Lease.

XV

INSURANCE

(1) During the term of this lease, LESSOR will provide annual comprehensive fire and extended coverage insurance, including wind, hail and flood insurance, in the amount of the replacement cost of the facility and other improvements located on the LEASED PREMISES.

(2) LESSEE shall, upon receipt from LESSOR of a statement for premium paid, reimburse LESSOR for such premium within thirty (30) days of receipt of such statement.

(3) LESSOR shall furnish to LESSEE annually a certificate or certificates of all of the above referenced insurance coverage so maintained. LESSOR shall immediately notify LESSEE of any cancellation of required insurance, and LESSOR shall require its insurance carriers to mail notices of cancellation to the LESSEE within thirty (30) days prior to cancellation.

(4) Said policies shall be issued by insurance companies with a current rating by Best of no less than A-X (10)

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Minimum Coverage to be provided by LESSEE at LESSEE's Sole Cost and Expense

LESSEE agrees to procure and maintain, at its sole cost and expense, during the term of this Agreement, insurance of the types and minimum amounts, as follows:

(5) LESSEE shall carry property insurance sufficient to cover furniture, equipment and other personal property located on the Leased Premises.

(6) LESSEE shall carry commercial general liability insurance (including products and completed operations) covering bodily injury and property damage in an amount that is not less than Five Million Dollars$5,000,000 per occurrence and Ten Million Dollars $10,000,000 in the aggregate.Said policy shall name the State of Mississippi, the Hancock County Board of Supervisors, and the Hancock County Port and Harbor Commission as additional insureds.

(7) LESSEE shall carry auto insurance including bodily injury and property damage, with coverage of at lease One Million Dollars ($1,000,000) combined single limit or the equivalent.

(8) All of the above policies required to be carried by LESSEE shall be written on an occurrence basis, and shall provide that the insureds thereon waive subrogation against the State of Mississippi and the said political subdivisions thereof.

(9) LESSEE shall maintain workers compensation insurance for its employees and agents as required by Mississippi Law. LESSEE acknowledges and agrees that it, its agents and/or its employees are not employees of LESSOR.

(10) LESSEE shall furnish to LESSOR annually a certificate or certificates of all of the above referenced insurance coverage so maintained. All such policies shall provide that the State of Mississippi, the Hancock County Board of Supervisors, and the Hancock County Port and Harbor Commission are in no way obligated for the payment of the premiums thereon and shall provide that said policies may not be canceled without thirty (30) days' prior written notice to the Hancock County Port and Harbor Commission.

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(11) Should LESSEE at any time during the term of this Agreement fail to provide any insurance required herein, the LESSOR may terminate this Agreement after fifteen (15) days' written notice to LESSEE or may, but shall not be required to, procure any of the insurance required by this section to be carried by LESSEE, either to protect the LESSOR and/or LESSEE, and the LESSEE shall pay to the LESSOR the costs of any premiums and other costs of procuring said insurance to the LESSOR within fifteen (15) days after demand by LESSOR.

(12) LESSEE shall be responsible for payment of any deductible(s) required pursuant to the term and conditions of any and all of the foregoing required insurance policies in (5) through (9) above.

XVI

CONDITIONS FOR PLACEMENT OF A SIGNAGE BY LESSEE

LESSEE may place and maintain on the Port and/or Industrial Park property, signage advertising its business, subject to the covenants incorporate herein and attached hereto as **Exhibit "D"**. The content, exact location, materials and style of such signage shall be subject to the LESSOR's absolute right of approval. It is understood and agreed that said signage shall comply with all state or local law, rule or ordinance.

LESSEE shall, at its expense, take good care of and make all necessary repairs to said signage. In the event LESSEE's signage is damaged, LESSEE shall repair or replace the signage within sixty (60) days. LESSEE shall indemnify and hold LESSOR harmless from and against any liability loss, cost, damage, or expense arising out of the erection, maintenance, existence or removal of the signage, and shall repair any damage resulting from such installation maintenance or removal. Upon termination of this Agreement, LESSEE shall remove the signage and repair all damage caused by such removal.

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XVII

ASSIGNMENT

LESSEE shall not assign, sublet, or mortgage or use as collateral for a loan or otherwise convey any interest or right in this Lease Agreement, or the Leased Premises during the Initial Term or any extensions or renewals of this Agreement without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. LESSOR shall have the absolute right to approve of any change in ownership of the Lease and/or the Leased Premises. LESSOR shall have the absolute right to approve any sublease, assignment or any sort of transfer in the Lease Agreement, the Leased Premises and LESSEE's failure to obtain prior approval shall be sufficient grounds for termination of this Lease as provided hereunder. Any attempt by the LESSEE to act otherwise shall render this Agreement null and void at the sole option of LESSOR, and the LESSOR shall become entitled to immediate possession of the Leased Premises, including all improvements thereon.

XVIII

RAILROAD AND PORT SECURITY PLAN CHARGES

This Lease Agreement is subject to the Rules and Regulations and Railroad and Port Security Plan duly published by the HancockCountyPort and Harbor Commission. In the event of a conflict between the Security Plan and this Agreement, the Agreement shall prevail.

XIX

HOLDING OVER

Any holding over after the expiration of the Initial Term or any Extended Term without written permission, as applicable, shall be subject to the statutory (State Statute) fifty percent (50%) rent increase provided for hold over tenants. In all other respects, if LESSEE shall remain

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in occupancy as a hold-over tenant, LESSEE shall otherwise be subject to the terms and conditions specified herein. Nothing set forth herein shall be construed to authorize any such holding over or to limit LESSOR's remedies in the event thereof.

XX

RIGHT OF ENTRY

LESSOR or its designee shall have the right to enter the Leased Premises for all lawful purposes and to whatever extent necessary or appropriate to enable LESSOR to exercise all of its rights under this Lease. The exercise by LESSOR of its rights to entry hereunder shall not be construed as an eviction of LESSEE, and the rent payable hereunder shall not abate by reason thereof.

XXI

DEFAULT AND TERMINATION OF AGREEMENT

The occurrence of any of the following events shall constitute default by LESSEE under this Lease:

(1) LESSEE's failure to pay any installment of rent or any other obligation hereunder involving the payment of money and such failure shall continue for a period of fifteen (15) days after LESSOR gives written notice of such default.

(2) LESSEE's failure to comply with any term, provision, or covenant of this Lease, within ten (10) days after written notice thereof to LESSEE except as specifically provided for herein to the contrary.

(3) LESSEE's filing of a Petition seeking bankruptcy protection or being adjudged insolvent and such petition is not dismissed within sixty (60) days of its filing.

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(4) LESSEE deserting or vacating or commencing to desert or vacate the Leased Premises permanently or temporarily without prior written consent of LESSOR, excepting to comply with any state or federal rules or regulations or in accordance with provisions in section XII (Casualty, Storm, or Act of God).

(5) LESSEE's doing or permitting to be done anything which creates a lien upon the Leased Premises without prior written consent, which lien remains in effect for longer than sixty (60) days without LESSEE securing a bond or paying off the lien.

(6) The subleasing or assigning or any sort of transfer which substantially changes the ownership interest, title or otherwise of any of the business or venture from the currently approved owner or operator to any other entity or person without prior written consent of LESSOR.

(7) LESSEE's failure to comply with any laws of the federal, state, county, municipal or any other governmental authority.

(8) Suspension of any of LESSEE's permits or licenses required to operate the leased premises for a period in excess of sixty (60) continuous days.

(9) Interference with Port and/or Industrial Park and commerce operations by LESSEE, its assignees or sublessees in which interference or LESSEE fails to make good faith effort to cure interference if interference cannot be cured in sixty (60) days.

(10) Leased Premises are destroyed and LESSOR decides not to rebuild the lease improvements.

Without waiving any other rights and without any notice or demand whatsoever, LESSOR may take any one or more of the actions permissible at law to insure performance by LESSEE of LESSEE's covenants and obligations under this Lease. LESSEE agrees to reimburse

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LESSOR on demand for any expenses including attorney fees which LESSOR may incur in effecting compliance with LESSEE's obligations under this Lease, and LESSEE further agrees that LESSOR shall not be liable for any damages resulting to the LESSEE for such actions. Upon default LESSOR may enter upon and take possession of the Leased Premises and all improvements thereto and continue to demand from LESSEE the monthly Rentals and other charges provided for in this Lease.

XXII

SURRENDER, REMOVAL AND RESTORATION BY LESSEE

On the last day of the term or on the sooner termination thereof or as a result of default as provided herein, LESSEE shall:

(1) Peaceably surrender the Leased Premises including all improvements thereto, broom clean and in good order and condition and repair except for reasonable wear and tear; and

(2) LESSEE shall remove from the Leased Premises all equipment, signs, movable furniture and trade fixtures installed by LESSEE at its expense. Any such property not so removed may, at LESSOR's election and, without limiting LESSOR's right to compel removal thereof by mandatory injunction, the right of which is hereby granted by LESSEE, be deemed to be abandoned by LESSEE to LESSOR.

Any damage to the Leased Premises caused by LESSEE in the removal of LESSEE's property shall be repaired by LESSEE at its expense.

Title to all alterations, additions, improvements and repairs on the Leased Premises shall vest in LESSOR from the date of installation and the same shall remain on and be surrendered to LESSOR with the Leased Premises as a part thereof without disturbance and without charge.

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XXIII

LEGAL EXPENSES; REMEDIES CUMULATIVE

If LESSEE breaches or fails to comply with any provision of the Agreement, the LESSEE shall reimburse the LESSOR for all costs, including reasonable attorney fees, in enforcing the LESSOR's rights under this Agreement.

LESSOR's and LESSEE's rights and remedies in the enforcement of this Lease shall be cumulative and may be exercised and enforced concurrently. Any right or remedy conferred upon LESSOR or upon LESSEE under this Lease shall not be deemed to be exclusive of any other right of remedy LESSOR or LESSEE may have at law or in equity.

XXIV

WAIVER

Waiver by LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to be waived unless such waiver shall be in writing signed by LESSOR.

XXV

ENTIRE AGREEMENT

This Lease and the exhibits attached hereto all of which form a part hereof set forth all the covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the Leased Premises. There are not oral agreements or understandings between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all provisions, negotiations, arrangements, agreements and understandings, if any, between the parties hereto and with respect to the subject matter hereof and none thereof shall be used to

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interpret or construe this Lease. Except as otherwise provided for herein no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the LESSOR or LESSEE unless reduced to writing and signed by each of them.

XXVI

CAPTIONS AND INTERPRETATIONS

The captions, section numbers, article numbers and indices appearing in this Lease in no way define, limit, construe or describe the scope or intent of such section or articles of this Lease. The language in all parts of this Lease shall, in all cases, be construed as a part of the whole according to its fair meaning and not strictly for or against LESSOR or LESSEE. Should a court be called upon to interpret a provision hereof, no weight shall be given, nor shall any construction or interpretation be influenced by any presumption of preparation of the Lease by LESSOR or by LESSEE.

XXVII

PARTIAL INVALIDITY

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

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XXIII

SUCCESSORS

All rights and liabilities herein given to or imposed upon the respective parties hereto shall, except as may otherwise herein be provided, extend to and bind the respective heirs, executors, administrators, successors and assigns of the said parties. No right shall, however, inure to the benefit of any assignee of LESSEE unless the assignment to such assignee has been made in accordance with the provisions set forth in this instrument with respect to such assignment.

XXIX

SURVIVAL OF LESSEE'S OBLIGATIONS

All obligations of LESSEE which by their nature involve performance, and any particular, after the end of the term or after the end of any Extended Term, as applicable, which cannot be ascertained to have been fully performed until after the end of such term or Extended Term, as the case may be, shall survive the expiration or sooner termination of the term or Extended Term, as the case may be.

XXX

NOTICES

Any notice required to be given under this Agreement shall be deemed given when deposited in the United States Mail, postage prepaid, certified mail, to the parties at the addresses below:

LESSOR: HancockCountyPort and Harbor
P. O. Box 2267
Bay St. Louis, MS39521
Attention: Steve Landry

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Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

LESSEE: Randy Thomure
Vice President, Repair Operations
The Andersons, Inc
PO Box 119
Maumee, OH43537

With a Copy to Legal:

The Andersons, Inc.
480 W. Dussel Dr.
Maumee, OH 43537

GOVERNING LAW

This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi.

{Signature Page to Follow}

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WITNESS OUR SIGNATURES, this the 1st day of December, 2014

HANCOCKCOUNTYBOARD OF SUPERVISORS

ATTEST:

Timothy A. Kellar

By: Lisa Cowand, President

HANCOCKCOUNTYPORTAND HARBOR COMMISSION

ATTEST:

Harry J. Favre, Secretary

By: Robert R. Kane, President

THE ANDERSONS, INC.

ATTEST:

Printed Name: Julie Ann DeSole

Its: Transaction Administrator

By: Rasesh H. Shah

Its: President, Rail Group

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Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, **LISA COWAND,** who acknowledged that he is President, and **TIMOTHY A. KELLAR**, who acknowledged that he is Clerk of the Board of Supervisors of Hancock County, Mississippi, and that for and on behalf of said Board, and as its act and deed, they signed and delivered the foregoing instrument of writing on the day and year therein mentioned, after first having been duly authorized so to do.

GIVEN under my hand and seal of office, this the 1st day of December, A.D., 2014.

Kathleen Brooks
NOTARY PUBLIC

STATE OF MISSISSIPPI
KATHLEEN ANNE BROOKS
ID No. 107403
Commission Expires
12/05/2017
NOTARY PUBLIC
HANCOCK COUNTY

My commission expires: 12/05/17

Initials ~~TAK~~ KLC

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STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, **ROBERT R. KANE,** who acknowledged that he is President, and **HARRY J. FARVE,** who acknowledged that he is Secretary of the Hancock County Port and Harbor Commission, and that for and on behalf of said Commission, and as its act and deed, they signed and delivered the foregoing instrument of writing on the day and year therein mentioned, after first having been duly authorized so to do.

GIVEN under my hand and seal of office, this the 24th day of November, A.D., 2014.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 56810 ROSE MARIE B. GUNN Commission Expires July 28, 2015 HANCOCK COUNTY

Rose Marie B. Gunn
NOTARY PUBLIC

My commission expires: July 28, 2015

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STATE OF OHIO
COUNTY OF LUCAS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, **Rasesh H. Shah,**who acknowledged that he is President of the Rail Group of **The Andersons Inc.**, and that for and on behalf of said, and as its act and deed, hesigned and delivered the foregoing instrument of writing on the day and year therein mentioned, after first having been duly authorized so to do.

GIVEN under my hand and seal of office, this the 24th day of October, A.D., 2014.

NOTARIAL SEAL STATE OF OHIO

NOTARY PUBLIC

JULIE ANN DIBBLE
Notary Public, State of Ohio
Commission Expires 09-23-2015

My commission expires: _____

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Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Exhibit "A"

Railcar Facility Contract

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RAILCAR FACILITY CONTRACT

This Railcar Facility Contract (hereinafter "Agreement") is made and entered into as of November 1, 2014by and between The Hancock County Board of Supervisors by and through The Hancock County Port and Harbor Commission (hereinafter "HCPHC"), and The Andersons, Inc., an Ohio corporation (hereinafter "Contractor").

WHEREAS, HCPHCoperates Port Bienville Railroad (hereinafter "PBVR")located in Port Bienville, Mississippi,and requires railcar maintenance and repairs, from time to time, for railcarsmoving on the PBVR.

WHEREAS, Contractor is engaged in the business of railcar maintenance and repair; and

WHEREAS, HCPHC and Contractor have entered into Railcar Lease Facility Agreement, a copy of which is attached hereto as**Exhibit "A"** (Lease Agreement), which allows Contractor to repair cars on HCPHC's Property.

WHEREAS, HCPHC wishes to allow Contractor to maintain and repair Cars which may pass through HCPHC's properties and is willing to allow Contractor to use HCPHC's property and HCPHC's property pursuant to the terms of the Lease, to maintain and repair such Cars along with other Cars Contractor wishes to repair (collectively "Cars").

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. NAME AND LOCATION OF SERVICES

1.1 The services to be performed by Contractor under this Agreement are the maintenance and repair of Cars along the PBVR. ("Services"),

1.2 HCPHC shall permit Contractor to use the property commonly known as the "Railcar Wash Facility" including the building and railroad tracks leading thereto commonly known as the Carwash Track 1, Track 2, and Track 3,the Carwash Spur and the Carwash Run-a-round track ("Repair Locations") and as depicted on **"Exhibit "C"**. Contractor will not repair cars at any location on the PBVR other than the Repair Locations unless directed to do so by HCPHC personnel or by a tenant on tenant owned or leased property.

1.3 All Services performed by Contractor shall be performed in an expeditious manner, in accordance with AAR (American Association of Railroads) and FRA (Federal Railroads Association) work standards. All reports prepared by Contractor shall be in compliance with*AAR and FRA* standards. Contractor shall, at its sole cost and expense, furnish all superintendence, labor, tools, equipment, materials and supplies and all other things requisite or necessary to perform the Services.

1.4 Contractor warrants that Contractor will use qualified and competent personnel to perform Services under this Agreement. All repairs performed shall be free from defects. Any work required to correct such defects shall be at the sole cost and expense of Contractor. Contractor further represents and warrants that it will fully comply with all federal, state and local laws, safety standards, environmental standards, codes and regulations applicable to the Services to be performed under this Agreement.

1.5 Services shall also include, as may be requested from HCPHC, the repair of damageresulting from derailments or other damage under AAR Field Manual Rule 95. Contractor shall provide HCPHC withwritten estimates for the repair of each such Car, andHCPHCmay then elect to have Contractor make the repairs based upon the written estimate.

1.6 HCPHC will retain the right to forward Cars coming into PBVR to a location other than the Repair Locations as directed by a tenant prior to the Contractor performing Services.

2. COMPENSATION

After Contractor completes Services on Cars that are owned, leased, or controlled by HCPHC, Contractor shall submit billing repair cards to HCPHCin accordance with Rule 112 of the AAR Office Manual. Contractor's billing rates for Services are set forth on **Exhibit "B"**. For services on Cars that are owned, leased or controlled by Contractor, Contractor shall submit billing repair cards to Contractor orappropriate car owner. Contractor shall pay HCPHCon a monthly basis with the fees and charges set forth in Sections 1of **Exhibit "B"**, attached hereto (collectively, "Compensation").Compensation will be payable on all work that is performed on or outsideof Commission property when that work is performed with personnel and/or equipment operating from the Port Bienville Location.

3. TERM

This Agreement shall begin January1, 2015 unless an earlier date is agreed to by the parties and shall continue until December31, 2022, or until this Agreement is terminated pursuant to Section 16, Termination (the "Term"). The Term may be extended upon mutual agreement of both parties. Notice of request to extend this agreement shall be provided by either party to the other party within sixty (60) days of the expiration of this agreement.

4. NONDISCLOSURE OF INFORMATIONAND PUBLICITY

4.1 Unless specifically authorized in writing by the disclosing party, each party shall hold confidential and not disclose to any party, any technical or other material, information or data which may become known to the non-disclosing party by reason of its performance of any Services under this Agreement except for such information that is publicly disclosed by the disclosing party. Upon the expiration or termination of this Agreement, each party shall promptly return to the disclosing party any and all material, information or data, including software, deemed confidential by the disclosing party. The provisions of this Section shall survive

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termination or expiration of this Agreement by three (3) years.

4.2 Except as required by law or court order or as may be required for a party to enforce its rights hereunder in a court of competent jurisdiction, the parties agree to keep all terms of this Agreementconfidential and not to disclose any terms of this Agreement to any third party. All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by and between HCPHC and Contractor, provided, however, that Contractor andHCPHC may inform their respective customers of Contractor's ability to work on Cars at Rail Locations. Neither of the parties shall act unilaterally in this regard without the prior written approval of the other, however, this approval shall not be unreasonably withheld.

5. AAR RUNNING REPAIR AGENT

Contractor shall be considered the AAR Running Repair Agent ("Agent"), as defined by the AAR for HCPHC. At Contractor's discretion and direction, HCPHC shall appropriately notify each Responsible Party in writing that Contractor is HCPHC's Agent for the Interchange Repairs.

Except as set forth in the preceding paragraph, at all times hereunder, the relationship of each party to theother shall be that of an independent Contractor, and neither party shall be deemed to be a partner or joint venturer, employee, agent or legal representative oftheother party. Neither party shall have authority tobind the other party in any manner. Neither party shall have any control over the employment, discharge, compensation of and service rendered by the other party.

6. LIENS

The Contractor shall pay in full all persons who perform labor upon or provide materials, with regard to the Services. The Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against Rail Locations or any other property of HCPHC. The Contractor shall indemnify and hold harmless HCPHC from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Services done, labor performed, or materials furnished.

7. PAYMENT OFWAGES AND PAYROLLTAXES - COMPLIANCEWITH LAWS

7.1 The Contractor shall pay the wages and salaries and make any and all withholdings required by law of Contractor's officers, agents, and employees in strict accordance with federal enactments and with the laws of the State of Mississippi and shall indemnify and hold harmless HCPHC against and from all damages, penalties and expenses of whatsoever nature resulting from failure so to do.

7.2 In the performance of the Services herein specified, the Contractor as well as any of Contractor's subcontractors shall comply with all federal, state, county, municipal and local laws, statutes, ordinances, orders, codes, rules and regulations applicable to the Services

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

including, but not limited to, those relating to wages, working hours, overtime and working conditions. The Contractor agrees to accept exclusive liability for the payment of any and all payroll taxes or contributions for unemployment insurance or old age pensions or annuities which are measured by the wages, salaries or other remuneration paid to the employees of the Contractor or measured by the performance by Contractor, The Contractor further agrees to reimburse HCPHC for any of such of the aforesaid taxes and contributions as by law HCPHC may be required to pay. The Contractor agrees to comply with all valid administrative regulations respecting the assumption of liability for the aforesaid taxes and contributions and the supplying of information to the proper authorities.

8. COMPLIANCE WITH LAWS.

Each party shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Services, including all applicable environmental laws and regulations and air emission standards. Each party shall use only such methods as are consistent with safety, both as concerns each party, each party's agents and employees and property and the public in general. Each party (without limiting the generality of the foregoing) shall comply with all applicable local, state and federal environmentaland occupational safety and health acts and regulations. All FRA regulations shall be followed by Contractor when Services are performed on PBVR premises. If any failure by either party to comply with any such laws; regulations, and enactments shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the other party, then to the extent allowed by law, the noncomplying party shall reimburse and indemnify the other party for any such fine, penalty, cost or charge, including, without limitation, attorneys' fees, court costs and expenses. The non-complying party further agrees in the event of any such action, upon notice thereof being provided by the other party, and to the extent allowed by law, to defend such action of cost, charge,or expense to that party.

9. INSURANCE.

9.1 Each party shall, at its own cost and expense during the term of this Agreement, maintain the following insurance:

a) Workers' compensation coverage as required by state law.

b) Automobile Liability Insurance, including bodily injury and property damage, with coverage of at least One Million Dollars ($1,000,000.00) combined single limit or the equivalent.

c) Commercial General Liability or Railroad Liability insurance on an occurrence or claims made basis covering liability, including, but not limited to, Public Liability, Contractual Liability, Personal Injury, Property Damage, with coverage of at least Five Million Dollars ($5,000,000.00) per occurrence and Ten Million Dollars ($10,000,000.00) in the aggregate, Each party respectively shall be named as an additional insured.

9.2 Each party shall furnish to the other party certificates of insurance evidencing the required coverage and endorsement.The insurance company(s) issuing each policy(s) shall notify the party receiving

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

coverage under such policy(s) of cancellation thereof at least thirty (30) days prior tothe effective date of such cancellation.

9.3 The insurance policy(s) shall be written by a reputable insurance company, or companies.

10. INDEMNITY

10.1 Contractor agrees to indemnify, hold harmless, and take up the defense of HCPHC, itsagents, its employees and its agents' employees, from and against all claims, damages, losses and expenses, (including, without limitation, maintenance, repair and insurance costs), claims (including,withoutlimitation, those claims of product liability, strict liability in tort, patent infringement and the like) including reasonable attorney fees arising out of or resulting from or attributable to any negligent and intentional act or omission of Contractor related to Contractor's performance of its obligations under this Agreement, in the performance of Services and/or use of HCPHC's real or personal property.Contractor shall indemnify HCPHC for any and all payments made by HCPHC to its employee(s) as a result of a workers' compensationclaim of any such employee(s) arising from any negligent or intentional act or omission of Contractor.

10.2 In case any direct or indirect damage is done to existing roads, tracks, underground structures, sewers, etc. or to any operating equipment or fixtures, by or because of the Services not otherwise covered by this Agreement and its Exhibits hereto, in consequence of any act or omission on the part of Contractor, its employees, subcontractors, or agents, Contractor, at Contractor's own cost and expense, except when specified otherwise, shall restore such property, etc., to a condition equal to that existing before such damage was done.

10.3 In the event HCPHCand Contractor's joint negligence has resulted in such claims,damages, losses and expenses, then to the extent allowed by law, each party shall have liability in proportion to that party's degree of fault.

11. SAFETY INSTRUCTIONS.

HCPHC and Contractor shall freely exchange timetables, bulletins, personal policy standards, rules and/or any other written information that will affect the safety of personnel or property.

12. PERMITS AND LICENSES

Contractor shall obtain all necessary permits and/or licenses required to perform the Services contemplated by this Agreement. Such permits are to be obtained by Contractor at no additional expense to HCPHC.

13. CONTRACTOR'S BOOKSAND RECORDS - AUDITING

13.1 Contractor agrees that it will work with HCPHC's Finance Director to determine a mutually agreeable method to provide assurance to HCPHC that the Compensation paid by Contractor is proper.

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13.2 Contractor agrees that it will maintain comprehensive records of the Services performed under this Agreement. The Contractor will keep these records available for inspection by HCPHC auditors or its authorized representatives for a minimum period of three (3) years following completion of Services or expiration or termination of this Agreement or longer as required to satisfy AAR rules.Upon no less than five (5) days prior written notice, at any time during the three (3) year period, during which the records are maintained by the Contractor, HCPHC or its authorized representatives shall have the right to audit the Contractor's records to determine the accuracy of bills submitted by the Contractor under the Compensation Section hereof, Exhibit "B". The Contractor agrees to reimburse HCPHC for amounts billed to HCPHC that are not supported by the records maintained by the Contractor or, by the Services actually performed by the Contractor or for other fees and charges which should have been paid to HCHPC pursuant to Exhibit "B".

The Contractor agrees to submit payment to HCPHC for any Compensation which Contractor should have paid to HCPHC pursuant to **Exhibit "B"**.

13.3 Notwithstanding the foregoing, Contractor shall submit to HCPHCon a monthly basis a statement for thepriormonthbythetwentieth (20th) day ofthecurrentmonth,indicatingalllabor hour services billedby Contractor as aresult of Contractor's use of repair locations during theprior month,pursuantto the terms of this Agreement.

14. PATENT, COPYRIGHT AND OTHER INFRINGEMENTS

The Contractor shall indemnify, defend and hold harmless HCPHC from and against any and allclaims, lawsuits, judgments, losses, costs and expenses (including attorneys' fees) arising out of any claims or action made or brought against HCPHC to the extent that it is based on a claim that any product, equipment, design, or any other material or thing furnished by the Contractor, or used by the Contractor in performing Services under this Agreement, including without limitation, any computer software or related equipment or products, infringes upon patent, copyright, trademark, or other proprietary right of any third party, constitutes misappropriation of a trade secret, or constitutes misuse of a license.

15. ASSIGNMENT

All assignments of this Agreement by either party shall be subject to the other party's prior written approval, which written approval shall not be unreasonably withheld.

16. TERMINATION

16.1 Either party may terminate this Agreement on ninety (90) days prior written notice by mutual agreement due to business conditions.

16.2 Contractor or HCPHC may terminate this Agreement should the other party:

1) Go into liquidation, whether voluntary or involuntary; or

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

2) Take the benefit asdebtor of any insolvency law; or

3) Be judicially declared insolvent or bankrupt; or

4) Have a receiver appointed for all or a substantial part of such party's assets or business; or

5) Fail to make payments hereunder, and such failure is not cured within ten (10) days after written notice thereof is received by the defaulting party; or

6) Fail to perform any other obligation required of it hereunder, and such failure is not cured within thirty (30) days after written notice thereof is received by the defaulting party.

17. WAIVER OF DEFAULT

The waiver by either party of the breach or default of any condition, provision or agreement contained to be kept, observed or performed by the other party shall in no way impair the right of the nonbreaching party to avail itself of any remedy for any subsequent breach or default thereof.

18. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Contractor and HCPHC and specifying with particularity the nature and extent of such waiver, modification or amendment. This Agreement and the attachments attached hereto and made a part hereof constitute the entire understanding between Contractor and HCPHC and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Services or any part thereof.

19. NOTICES

19.1 All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed by transmission report or equivalent thereof), sent by a nationally recognized overnight courier (providing proof of delivery) or mailed by registered or certified mail (return receipt requested) to the Parties at the following addresses (or such other address for a Party as shall be specified by like notice):

(a) if to HCPHC to: Hancock County Port and Harbor Commission
PO Box 2267
Bay St. Louis, MS 39521
Attention: Steve Landry

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

(b) if to the Contractor, to:

The Andersons, Inc
480 W. Dussel Drive
P.O. Box 119
Maumee, Ohio 43537
Attn: Randy Thomure
Telecopy: (419) 891-2749
Confirm: (419) 891-6687

(c) with a copy to: Law Department
480 W. Dussel Drive
P.O. Box 119
Maumee, Ohio 43537
Fax Number (419) 891-6695
Confirm No.: (419) 891-6473

19.2 Any party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at this address using any other means (including personal delivery, expedited carrier, messenger service, telecopy, telex, U.S. mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient, Any party may change the address to which notices, requests, demands, claims and other communication hereunder are to be delivered by giving the other party notice in the manner herein set forth.

20. COUNTERPARTS.

This Agreement may be executed in any number of counterpartsand by different parties heretoinseparate counterparts each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

21. ALTERNATE DISPUTE RESOLUTION.

If at any time a question or controversy shall arise between the parties hereto in connection withthe Agreement upon which the parties cannot agree, then the Contractor's on-site manager and a HCPHC representative shall attempt to resolve such dispute. If such negotiations are unsuccessful, management employees of each party shall negotiate in good faith in an attempt to reach agreement with regard to such dispute, If the parties are unable to reach agreement within thirty (30) days, either party shall be free to pursue available legal remedies.

22. MISCELLANEOUS.

22.1 Any legal action by either party against the other party with respect to this Agreement must begin within two (2) years after the cause of action arises,

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

22.2 This agreement shall be construed in accordance with and governed by the local laws of the State of Mississippi.

22.3 Sections 4, 6, 7, 10, 13 and 14 shall survive termination of this Agreement.

22.4 In the event that any provisions of this Agreement or any amendment hereof shall be held to be invalid or unenforceable by a court having jurisdiction over the interpretation and enforceability of the terms of this Agreement, the same shall not affect, in any respect whatsoever, the validity or enforceability of the remaining provisions of this Agreement or any such amendment or modification hereof In the event any provision of this Agreement or any amendment hereof which is held or found to be invalid or unenforceable, may be made valid and enforceable by revisingthe verbiage utilized herein and still retain its original intent, then, and in such event, the parties hereto agree to modify this Agreement by execution of a written amendment hereof in such manner as may be necessary to make such provisions valid and enforceable.

{Signature Page to Follow}

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the date first herein written

ATTEST:

Harry J. Farve, Secretary

HANCOCK COUNTY PORT AND HARBOR COMMISSION

By: Robert R. Kane, President

ATTEST:

Timothy A. Kellar, Chancery Clerk

HANCOCK COUNTY BOARD OF SUPERVISORS

By: Lisa Cowand, President

ATTEST:

THE ANDERSONS, INC.

By: Rasesh H. Shah

Title: President, Rail Group

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

EXHIBIT A
LEASE AGREEMENT

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

EXHIBIT B
COMPENSATION

1. **In-Shop or MobileAAR Repairs for Railroad Cars:** Billing for Interchange Repairs, both labor and materials, will be at full AAR rates.By the fifteenth day of each month, Contractor shall pay to Railroad twenty-five percent (25%) of the AAR hourly rate billed for labor on cars for the preceding month, with the first Nine Thousand Dollars ($9,000) forgiven, which represents current agreed to rent under the Lease Agreement. The Nine Thousand Dollars ($9,000) is subject to change based on any changes in rent agreed to by the parties under the Lease Agreement. Railroad shall receive no credit from Contractor from any material used to repair rail cars. There will be no switching charges related to Cars being billed for Interchange Repairs.

2. **In-Shop or Mobile Repairs on Repair Locations:** Contractor shall also pay to Railroad twelve percent (12%) of the hourly rate per hour billed for labor on contractor cars for the preceding month. This amount is also subject to and included when calculating the amount forgiven, as described in the aforementioned paragraph.

3. **In-Shop or Mobile Repairs for on Repair Locations:** Contractor shall also pay to Railroad twelve percent (12%) of the hourly rate per hour billed for labor on third party owned or leased rail cars for the preceding month. This amount is also subject to and included when calculating the amount forgiven, as described in the aforementioned paragraph.

4. **Incremental Compensation Cap:** Compensation to HCPHC for the portion of the work that represents the topfive percent (5%)of repairsunder paragraph one and top two percent (2%) of paragraphs 2 & 3 will be capped at a combined amount of Fifty Thousand Dollars ($50,000) annually.

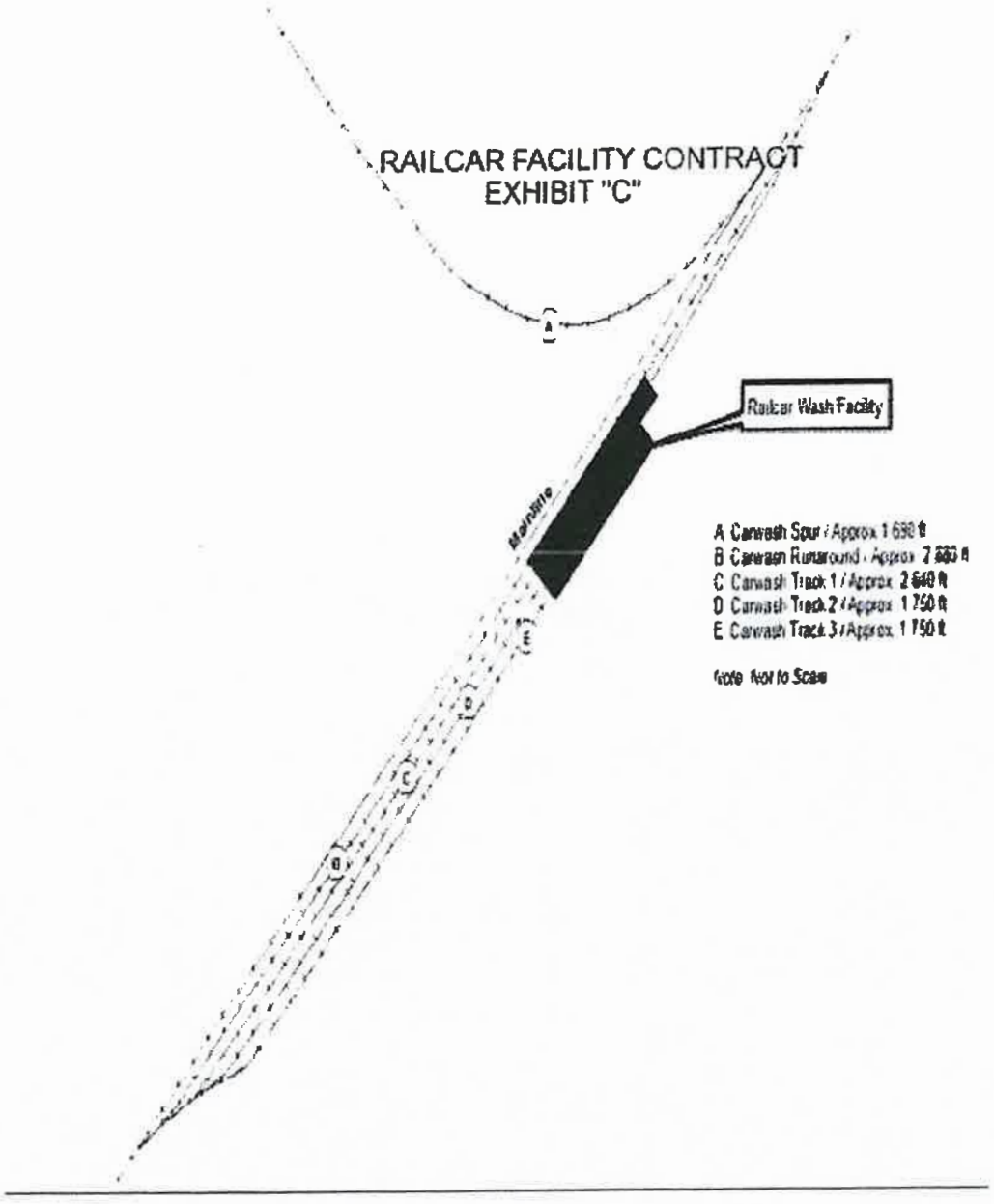
5. **AAR Exceptions**: All exceptions from car owners to any repairs made by Contractor will be delivered to Contractor (if received by HCPHC) for Contractor's review and reply to car owner. Should Contractor allow any exception taken by car owners, Contractor shall issue Counter Billing Authority (CBA) and will process when invoice is rendered for payment.

6. **Billing Process**: Contractor will bill HCPHC for all repair work called in on HCPHCowned or HCPHC controlled Cars, except where HCPHC provides to Contractor the Car owner/billing agency contact information and written approval from agency to be billed; to accomplish the desired work. With the above information provided, Contractor will bill directly to the appropriate party.

As HCPHC's Agent for Interchange Repairs, Contractor shall prepare Billing Repair Cards in accordance with the AAR Office Manual for all Interchange Repairs and shall render all billing and invoices to the Responsible Party as applicable. All billing shall be in an AAR format containing description of work performed, along with associated AAR job codes and qualifiers.

Contractor will be responsible for processing all billing and responsible for all collection of payments due Contractor for all Contractor Controlled Rail Car work.

EXHIBIT C
REPAIR LOCATIONS



Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

Exhibit "B"

Port Bienville Industrial Park Tariff No. 1-A,

Port Bienville Railroad Freight Tariff Port Bienville Railroad 8000-A,

Supplement 1 to Freight Tariff Port Bienville Railroad 8000-A

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A

TITLE PAGE
REVISED

TARIFF NO. 1-A

Revised 06/04/2012

SCHEDULE OF CHARGES, RULES AND REGULATIONS FOR

WHARFAGE, HANDLING, STORAGE AND SERVICES

APPLICABLE AT

PORT BIENVILLE INDUSTRIAL PARK

APPROVED BY HANCOCK COUNTY PORT AND HARBOR COMMISSION
ON May 29, 2012

ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

ISSUED BY:

HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521
TELEPHONE: (601) 467-9231
FAX: (601) 467-9341

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A TARIFF NO. 1-A PAGE 1
REVISED

SUPERSEDES AND CANCELS TARIFF # 1

CHECK SHEET

(*) Indicates new or revised page included in this filing.
Original page designated as 0.

PAGE	REVISION	PAGE	REVISION
TITLE	1*	5	2*
1	1*	6	1*
2	1*	7	1*
3	1*	8	2*
4	1*	9	1*

CANCELLATION OF PAGES

Unless otherwise provided, amendment of a page will be made by reprinting the page and showing the revision number. The revision numbers will be used in consecutive numerical order beginning with "1st Revised Page". A revised page cancels any un-canceled revised or original page(s), which bear the same page number.

ABBREVIATIONS AND REFERENCE MARKS ITEM 110

*	Denotes change in wording	+	Denotes increase in charges
@	Denotes new provision	%	Denotes reduction in charges

N.T.	Net ton (2,000 pounds)
USDA	United States Department of Agriculture
FMC	Federal Maritime Commission
DOT	United States Department of Transportation

REVISION ISSUED: July 2, 2012
REVISION EFFECTIVE: June 4, 2012

ISSUED BY:
HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A TARIFF NO. 1-A PAGE 2 REVISED

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ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

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HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A TARIFF NO. 1-A PAGE 3 REVISED

DEFINITIONS

DAYS AND HOLIDAYS ITEM 5

In computing charges, a day is a period of 24 consecutive hours or fraction thereof of any calendar day or days.
Holidays are defined as Christmas Day, New Year's Day, Memorial Day, Independence Day, and Thanksgiving Day.

PORT AUTHORITY ITEM 10

Port Authority, when used herein, is the Hancock County Port and Harbor Commission as prescribed by law.

DOCKAGE ITEM 15

A charge against the ship or vessel for the use of the wharves, mooring facilities, or other facilities within the Port Bienville Industrial Park The charge is based upon the length of the ship or barge as determined by the Port Commission's rules. The ship or vessel is responsible for this charge. **Nothing herein shall prohibit the Port Authority from assessing any other charges under any other provision of this Tariff No. 1-A.**

LAY BERTH ITEM 20

A privilege granted upon request for a ship or vessel to berth at a wharf, pier, bulkhead structure, or bank.

WHARVES ITEM 25

Wharves and facilities, whether public or private, within the Port Bienville Industrial Park.. **Nothing herein shall prohibit the Port Authority from assessing any other charges under any other provision of this Tariff No. 1-A.**

PORT BIENVILLE INDUSTRIAL PARK ITEM 30

The lands and waters, and interests therein, under the management, supervision and control of the Port Authority.

STEVEDORE ITEM 35

One who works at or is responsible for the loading and unloading of a ship or vessel within the jurisdiction of the Port Authority.

SHIP AND VESSEL ITEM 40

A "ship" is any self-propelled sea-going vessel. A "vessel" is any type of floating equipment or object including barges.

ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

ISSUED BY:
HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A | TARIFF NO. 1-A | PAGE 4 REVISED

DEFINITIONS, CON'T.

WHARFAGE ITEM 45

A charge assessed against all cargo passing or conveyed over, onto, or under wharves, whether public or private, and the transit sheds built thereon or between ship or vessel when berthed at the wharf, pier, bulkhead structure(s) or banks, any of which whether public or private, within the jurisdiction of the Port Commission.

RULES AND REGULATIONS

JURISDICTION ITEM 100

The Port Authority has jurisdiction control over, and the power to regulate, fix and enforce rules and charges for the use of the harbor, channel, warehouses, freight handling machinery, equipment, and all other property and facilities owned and/or operated by it in accordance with applicable law.

Normal operations are conducted through the Commission's appointed Port Director.

APPLICATION AND INTERPRETATION OF TARIFF ITEM 105

Rates, rules and regulations contained herein, or as amended, shall apply equally to all users at and to all waterways, terminals, and facilities of the Port Authority except as otherwise provided. The use of the waterways, facilities, and/or services under the jurisdiction of the Port Authority shall constitute a consent to the terms and conditions herein and evidences an agreement on the part of all carriers, vessels, barges, their owners and agents or all other users of such waterways, services, and/or facilities, to pay all charges specified herein to be governed by all rules and regulations set forth in this tariff.

All reference to harbor masters, pilots, boatmen, stevedores, surveyors, watchmen, police, ship chandlers, ship agents and all other persons engaged in providing any type of service or operation on or at any waterway, road or facility, will be governed by "TITLE 59," Mississippi Code, 1972, Annotated.

ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

ISSUED BY:
HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A | TARIFF NO. 1-A | PAGE 5 REVISED

RULES AND REGULATIONS

MARINE LOSS OR DAMAGE TO CARGO OR VESSELS ITEM 125

The Port Authority assumes no responsibility for marine loss or damage to any cargo of any description, nor assumes any responsibility for marine loss or damage to any vessel, barge, tug boat, or other craft while within the harbor limits of Port Bienville Industrial Park or other places.

DOCKAGE/WHARFAGE AT OTHER THAN PUBLIC WHARVES ITEM 130

The Port Authority reserves the right to assess wharfage or dockage charges against any commodity received from and/or discharged to, or to ships utilizing, respectively, the water over which the Port Authority has jurisdiction.

HAZARDOUS MATERIALS OR SUBSTANCES ITEM 135

Shipments of articles classified as hazardous materials or hazardous substances by the United States Department of Transportation will be accepted only after a full compliance by shippers or carriers with these rules and regulations or as amended. Wharfage and handling facilities will not be provided except under special circumstances approved by the Port Director.

MEASUREMENT OF SHIPS OR VESSELS ITEM 140

The Port Authority reserves the right to measure all ships or vessels when deemed necessary; said measurements to be used by the Port Authority as a basis for any and all charges. For purpose of determining charges under this tariff, the term "length" or "over-all length" of a ship or vessel shall be that length measured from the extreme forward point to the extreme aft point of the ship or vessel as may appear in the Certificate of Registry for the ship or vessel. With respect to ships engaged in foreign, coastwise, or intracoastal trade, such measurements appearing in Lloyd's Register will be acceptable as evidence thereof.

REVISION ISSUED: July 2, 2012
REVISION EFFECTIVE: June 4, 2012

ISSUED BY:
HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

RULES AND REGULATIONS

REQUEST FOR STATEMENT OF TONNAGE ITEM 145

All ships or vessels, their owners or agents, or any other persons, firms or corporations shall furnish without delay, but in not greater than seven days, a statement showing weight (weight and measure in cubic meters if by commodities including bunkers, and if containerized the number of units and size, covering any shipments or cargo in the transit sheds, or wharves, or occupying space on any other property under the control of the Port Authority.

ASSIGNMENT OF BERTH, SHEDDAGE, MOORING AND MARGINAL TRACK ITEM 150

All vessels, barges, or other water craft, or their owners or agents, desiring berth and/or marginal tracks, sheddage assignment, open dock use, anchorage, mooring place, or any other facility shall, as far as possible but not later than 48 hours in advance of the date of docking to load or unload if space is available, make application thereof to the Port Director in writing specifying the date of docking, sailing, and the nature and quantity of cargo to be handled. The Port Director reserves the right to decline any application at its discretion. All assignments shall be at the discretion of the Port Director.

VACATE OF BERTH ITEM 155

Any vessels, barges or other watercraft occupying a berth under Item 150 may, at the sole discretion of the Port Director, be ordered to vacate the berth due to accommodation of another vessel for the working of cargo or whenever such occupancy poses a potential hazard. Failure to vacate the berth as ordered will result in a penalty to be twice the applicable dockage rate. The imposition of such a penalty shall not affect the right to have the vessel removed at the expense and risk of the owner or charterer.

RATES AND CHARGES

ASSIGNMENT OF WHARFAGE CHARGES ITEM 200

All cargo shall be subject to the wharfage charges as follows:

(1.) When cargo is placed onto wharves, docks, landing, mooring facilities, or other structures, any of which whether public or private, for handling to or from ship or vessel; or

(2.) When cargo is placed on the public or private wharves for outbound movement and is not subsequently loaded aboard a ship or vessel but is removed from the wharves; or

(3.) When cargo is transferred over or under such wharves, docks, landings, mooring facilities, or other structures, any of which whether public or private, to or from ship or vessel; or

(4.) When cargo is delivered to or received from ships or vessels by other water craft, or when transferred over the side of ships or vessels directly to or from the water;

(5.)(a) When ships or vessels are moored outside of other water craft occupying berths at wharves, dock landings, mooring facilities or other structures, any of which whether public or private;

(b) When ships or vessels are occupying berths at wharves, dock landings, mooring facilities or other structures, any of which whether public or private;

(c) When ships or vessels are anchored, partly anchored, or partly moored to wharves, docks, or other structure, any of which whether public or private, in any area within the jurisdiction of the Port Authority.

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A | TARIFF NO. 1-A | PAGE 8 REVISED

RATES AND CHARGES

The rate for wharfage is as follows:

COMMODITY	RATE
1. General Commodities N.O.S.	$1.32 per net ton
2. Hazardous Cargo	$2.69 per net ton
3. Bulk Commodities N.O.S. (or 40 cubic feet, whichever is greater)	$0.60 per net ton
4. USDA (bagged commodities)	$0.60 per net ton
5. Forest Products	$0.35 per net ton
6. Iron and/or Steel Articles, N.O.S.	$1.00 per net ton
7. Fabricated Steel, N.O.S.	$1.25 per net ton

ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

ISSUED BY:
HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521

PORT BIENVILLE INDUSTRIAL PARK

FMC-T-NO. 1-A | TARIFF NO. 1-A | PAGE 9 REVISED

RATES AND CHARGES

DOCKAGE ITEM 205

The dockage charge shall be 0.72 cents per lineal foot of the ship or vessel for 1st 48-*hour* period and a charge of 0.36 cents per lineal foot for every day thereafter.

All carriers, vessels, their owners and/or agents or other users of the facilities placed on the delinquent list for reasons provided herein shall be denied further use of the facilities by the Port Director until all charges have been paid.

CONTAINER STORAGE ITEM 210

All cargo containers stored outside of the leased ship terminal area as defined by lease agreements between the Port Authority and lessee will be assessed a storage charge of:

$1.00 per Container per Day

MISCELLANEOUS CHARGES ITEM 215

All other types of charges not otherwise specified herein will be quoted on request from the Port Director.

PERMITS ITEM 220

All commercial ship, vessel or other transportation mode operators will be required to have a one (1) year entry permit issued by the Port Authority in order to conduct business on Port Bienville. Such permit shall be issued based on criteria establish by the Port Authority and require a payment of $50.00 administrative fee applicable to all transportation equipment under control of the permit holder.

ISSUED: July 2, 2012 EFFECTIVE: June 4, 2012

ISSUED BY:
HANCOCK COUNTY PORT AND HARBOR COMMISSION
PO BOX 2267, BAY ST. LOUIS, MS 39521

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

PBVR 8000-A
(Cancels PBVR 8000)

PORT BIENVILLE RAILROAD

FREIGHT TARIFF PBVR 8000-A

(Cancel Freight Tariff PBVR 8000)

NAMING
RULES AND CHARGES GOVERNING
SWITCHING
ALSO
STORAGE CHARGES
APPLYING
BETWEEN AND AT
STATIONS ON THE
PORT BIENVILLE RAILROAD

LOCAL TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

ISSUED: April 1, 2002

EFFECTIVE: May 1, 2002

ISSUED BY
Gregory A. Deakle, Deputy Director
Port Bienville Railroad
P. O. Box 2267
Bay St. Louis, MS 39521

(The provisions published herein, if effective, will not result in an effect on the quality of the human environment.)

RULES AND OTHER GOVERNING PROVISIONS GENERAL RULES AND REGULATIONS	SECTION 1 SWITCHING RULES AND CHARGES
ITEM 10 REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC. When reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to successive issues of such tariffs and reissues of such items, notes, rules, etc.	ITEM 100 DEFINITION OF INTRA-PLANT SWITCHING A switching movement from one track to another or from one location to another on the same track within the same plant or industry located on the PBVR.
ITEM 20 METHOD OF CANCELLING ITEMS As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 445-A cancels Item 445 and Item 365-B cancels Item 365-A in a prior supplement which, in turn, cancelled Item 365.	ITEM 200 DEFINITION OF INTRA-TERMINAL SWITCHING A switching movement (other than intra-plant switching) between private or assigned sidings located on tracks of the PBVR within the switching limits of one station or industrial switching district.
ITEM 30 SUPPLEMENTS AND REISSUES When reference is made in this tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof." Where reference is made in this tariff to items, it includes "reissues" of such items.	ITEM 300 SUBSEQUENT SWITCH MOVEMENT An additional switch movement after delivery of carload freight has been accomplished either by placing on public, private or assigned sidings or on interchange tracks.
	ITEM 400 SPECIAL SWITCHING Switching other than that performed under normal conditions and during normal business hours of the PBVR (See Note):
RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - LIMITED	Note - Normal business hours of the PBVR are from 7:00 a.m. to 3:30 p.m. Monday through Friday, except for Holidays as listed in Item 75.
ITEM 75 HOLIDAYS (Applicable only when specific reference is made to this item.) Holidays mean the following (See Note): New Year's Day Thanksgiving Day Labor Day Memorial Day Independence Day Washington's Birthday Christmas Day In the event any of the above holidays occur on Sunday, the following Monday will be considered as a holiday for the purpose of this item. Note - Where Federal Law provides for the above holidays,the dates observed will be as provided by Federal Law, except where provisions of State laws vary, the date of the day decreed by the different States for the above holiday or otherwise and generally observed in lieu of the Federal holiday will be treated as the holiday.	ITEM 500 (I) INTRA-PLANT SWITCHING CHARGE The PBVR will perform intra-plant switching at a charge of $75.00 per car.
	ITEM 600 (I) INTRA-TERMINAL SWITCHING CHARGE The PBVR will perform intra-terminal switching at a charge of $125.00 per car.
	ITEM 800 SPECIAL SWITCHING CHARGE The PBVR will perform special switching at a charge of $150.00 per hour, minimum two (2) hours. Normal switch movement charges will be applied in addition to the after hour rate.

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

SECTION 2
STORAGE RULES AND CHARGES
(Rates in Dollars and Cents Per Car, except as otherwise provided)

ITEM 1000

STORAGE

For the purpose of assessment of railroad car storage charges provided in this tariff, a day shall be considered any twenty-four (24) hour period or fraction thereof beginning at 12:01 a.m. following receipt of railroad car.

Storage rate for all railroad cars at the option of the PBVR shall be $10.00 per day per car.

-END-

SUPPLEMENT
TO
PBVR 8000-A

PORT BIENVILLE RAILROAD

SUPPLEMENT 1
TO
FREIGHT TARIFF PBVR 8000-A

NAMING
RULES AND CHARGES GOVERNING
SWITCHING
ALSO
STORAGE AND MISCELLANEOUS CHARGES
APPLYING
BETWEEN AND AT
STATIONS ON THE
PORT BIENVILLE RAILROAD

LOCAL TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

ISSUED: June 4, 2007 EFFECTIVE: June 24, 2007

ISSUED BY
Port Bienville Railroad
P. O. Box 2267
Bay St. Louis, MS 39521

(The provisions published herein, if effective, will not result in an effect on the quality of the human environment.)

SECTION 2
STORAGE RULES AND CHARGES
(Rates in Dollars and Cents Per Car, except as otherwise provided)

ITEM 1000

STORAGE

For the purpose of assessment of railroad car storage charges provided in this tariff, a day shall be considered any twenty-four (24) hour period or fraction thereof beginning at 12:01 a.m. following receipt of railroad car.

Storage rate for all railroad cars at the option of the PBVR shall be $10.00 per day per car.

SECTION 3
MISCELLANEOUS RULES AND CHARGES

ITEM 1500
[A]

WEIGHING AND REWEIGHING

When a car is weighed or reweighed, either loaded or empty, at the request of consignor, consignee, connecting railroad, or as may be deemed necessary by this railroad, a charge of $350.00 per car will be assessed requesting party (See Exceptions 1, 2 and 3).

In addition to the above charge, a switching charge of $125.00 per car will be assessed for moving car to and from scales.

Exception 1 - On inbound cars found to be overloaded, charges to be assessed interchanging railroad.

Exception 2 - On outbound cars found to be overloaded, charges to be assessed consignor.

Exception 3 - The above switching charge will not be assessed when weights are used to ascertain freight charges.

-END -

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

Exhibit "C"

Port Bienville Water and Sewer Ordinance

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

HANCOCK COUNTY PORT AND HARBOR COMMISSION

HANCOCK COUNTY, MISSISSIPPI

WATER AND SEWER USE ORDINANCE

HANCOCK COUNTY PORT AND HARBOR COMMISSION

REVISED: JUNE 2000

\\Mercury\GOVGO Users\Assessor\Tariffs, ect\Water Use Ordinance 6-12-00.doc

OFFICIALS OF THE

HANCOCK COUNTY PORT AND HARBOR COMMISSION

AT THE TIME OF THIS ORDINANCE REVISION

COMMISSIONERS

DAVID N. MCDONALD	PRESIDENT
LOUIS BROWN	VICE PRESIDENT
HARRY FARVE	SECRETARY
LOUIS HALL	TREASURER
CURTIS COLSON	BOARD MEMBER
ROBERT KANE	BOARD MEMBER
KEVIN HILL	BOARD MEMBER

HAL WALTERS	EXECUTIVE DIRECTOR
ROBERT GENIN	COMMISSION ATTORNEY
STEPHEN LANDRY	FACILITIES MANAGER

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Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

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Section 1-6	Safe Drinking Water Act

Date of Adoption Ordinance

Application for Water and Sewer Connection

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Section 2-3	Building Sewers and Connections
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PREFACE

This ordinance constitutes a complete revision of the general and permanent ordinances of the Hancock County Port and Harbor Utility System, Hancock County, Mississippi.

Source materials used in the preparation of the Ordinance were in the 1963 enacted ordinances subsequently adopted by the Commission.

The two chapters of the Ordinance have been arranged with the water being the first and the sewer the second chapter, and the various sections within each chapter have been catch-lined to facilitate usage.

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CHAPTER ONE
WATER USE ORDINANCE

SECTION 1-1 – TITLE

1-1.1 This Ordinance May Be Cited As The "Hancock County Port and Harbor Commission Water Use Ordinance"

SECTION 1-2 – BASIC REQUIREMENTS

1-2.1 General - Except as in compliance with this ordinance, the connection to any one of the Commission's Waterworks Systems by any person shall be unlawful.

1-2.2 Applicability - This ordinance shall be applicable to the provision of potable water only. Any person requiring water for process or other industrial purposes shall provide it through the drilling of private onsite wells. Such wells shall be drilled in accordance with the applicable State and Federal requirements, and the Commission shall be notified of such activity and be given a copy of any permit resulting therefrom.

SECTION 1-3 – CONNECTIONS.

1-3.1 Connection to Distribution System - All persons, or their duly constituted agents thereof, owning, leasing, or occupying improved real property in areas under the jurisdiction of the Commission, shall make a written application to connect their property to the Commission's Waterworks System. Application forms are available at the Commission's office.

1-3.1.1 It shall be unlawful for any person or persons to tamper with, remove, adjust, repair, or make any connection with any part of the Commission's Waterworks System, including the water meter and all accessories without written approval.

1-3.1.2 It shall be unlawful for any person or persons to tamper with, connect to, or turn on any of the Waterworks System hydrants without written approval.

1-3.2 Separate Connections - Each parcel or lot shall be separately connected to the Waterworks System and such connections shall have a separate cut-off valve, water meter and a backflow preventer. The owner or lessee of each parcel or lot shall be responsible for the charges for all water consumed in each premise at the established rates.

1-3.3 Manner of Connections - Connections to the Commission's Waterworks System shall be made in accordance with the rules and regulations of the Mississippi State Board of Health and with the rules and regulations contained in this Ordinance.

1-3.4 Commission's Connection Responsibilities - The service line connection from the Waterworks System to the property line will be made by the Commission and will include the installation of the cutoff valve, meter and meter box. Backflow preventers shall be provided and installed by the customer.

1-3.5 Owner/Lessee's Connection Responsibilities - Each property owner or lessee who connects to the Commission's Waterworks System shall make all required connections from his property line to the premises, including the installation of a backflow preventer.

1-3.6 Commission Approval.

1-3.6.1 Plans and specifications of the water system from the property line up to and including the premises shall be submitted to, and approved by the Commission, prior to connection to the Waterworks System. The plans and specifications shall be prepared by or under the direct supervision of an engineer licensed in Mississippi and be stamped by same.

1-3.6.2 Unmetered fire protection systems will not be permitted without prior approval from the Commission.

1-3.7 Disinfection.

1-3.7.1 All pipe fittings, valves, etc., used in making connections to the Commission's Waterworks System must be properly disinfected in accordance with American Water Works Association (AWWA) Standard C-601 "Standard for Disinfecting Water Mains", and flushed prior to being placed in service.

1-3.7.2 All disinfection procedures shall be observed by a responsible agent of the Commission.

SECTION 1-4 – MATERIALS

1-4.1 Water Lines (4" and Larger).

1-4.1.1 All water lines with a nominal diameter of four (4) inches and larger shall be either ductile iron or polyvinyl chloride (PVC).
Ductile iron pipe shall conform to AWWA Standard C-150 and C-151. The pipe shall be class 52 and shall meet all requirements for push-on rubber gasketed joints in accordance with AWWA Standard C-111. All ductile iron pipe shall be cement lined and seal coated in accordance with AWWA Standard C-104, standard thickness.
PVC pipe shall conform to AWWA Standard C-900. The pipe shall be class 150, DR-18.

1-4.1.2 Manufacturer's Certificate of Conformance with these standards shall be furnished to the Commission when the material is delivered to the site.

1-4.2 Water Lines (Smaller Than 4") - All water lines and fittings with a nominal diameter of smaller than four (4) inches shall be polybutylene pressure pipe meeting the requirements of AWWA Standard C-902. The pipe shall be Class 200, DR-9 with fusion fittings. Only compression-couplings with inserts or flared couplings shall be acceptable. Hot flared or hose connections will not be permitted.

1-4.3 Fitting (4" and Larger) - All fittings for use on water lines with a nominal diameter of four (4) inches or larger shall be ductile iron conforming to AWWA Standard C-110.

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

The fittings shall have a pressure rating of 250 pounds per square inch and be cement lined and seal coated in accordance with AWWA Standard C-104, standard thickness.

1-4.4 Corporation Stops - Corporation stops shall be of standard manufacture and shall be installed with service clamps.

1-4.5 Backflow Preventers.

1-4.5.1 Backflow preventers 2" and larger shall be of the reduced pressure principle type (for high hazard connections) in conformance with AWWA Standard Specification C-506, flanged ends, Cla-Val Co., Model RP-4, or approved equal. For low hazard double checks may be used.

1-4.5.2 Backflow preventers shall be equipped with non-OS and Y shutoff valves, automatic pressure differential relief valve, check valves, and four (4) test cocks.

1-4.5.3 Backflow preventers ¾" through 1-1/2" shall be of the reduced pressure principles type, Cla-Val Co., Model RP-2, or approved equal.

SECTION 1-5 – CHARGES AND FEES

i. New Service Lines & Connection Fees

1.5.11 Based on the estimated water needs listed on the Application, and expected peak flows, the Commission will assign a service size connection to each applicant, and shall charge the following rates for the connection from the Waterworks System to the property line:

Size of Tap and Meter	Cost of Connection
¾" and 1"	$1,000.00
1-1/2" and 2"	$2,000.00
3"	$3,000.00
4"	$4,500.00

1-5.1.2 Service connections larger than 4" shall be paid at the actual cost of the installation per construction costs to the Commission.

1-5.1.3 Any applicant which has performed its own water needs evaluation may request a desired service line size by submitting supporting data with their Application.

1-5.1.4 Charges shall be due and payable upon written application for water service and prior to connection by the Commission.

1-5.2 Charges For Non-Payment and Delinquent Accounts - If water service to a customer is discontinued by the Commission due to non payment of the water bill or delinquent account, a service charge of $25.00 will be charged for the reinstatement of water service.

1-5.3 Monthly Water Rates - The following monthly rates shall be charged for water service furnished by the commission:

First 12,000 gallons, minimum bill	$50.00
Thereafter, each 1,000 gallons or Fraction thereof	$ .80

1-5.4 Reconnection fees - The Commission shall charge a one-time reconnection fee for any changes in accounts as follows:

Customer change to an existing account	$100.00
Reconnection of an existing account	$100.00

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

APPLICATION FOR WATER AND SEWER CONNECTION

HANCOCK COUNTY PORT AND HARBOR COMMISSION
HANCKCK COUNTY, MISSISSIPPI

Date of Application:_____

Name of Applicant:_____

Mailing Address:_____
_____
_____
_____

Location of Requested
Service Connection: _____
(Parcel No. And Road Name)_____

Inventory of Proposed Fixtures (Number of Units):

Water Closets (____) Urinals (____) Lavatories (____)
Kitchen Sinks (____) Service Sinks (____) Showers(____)
Dishwashers (____) Washing Machines (____) Slop Sinks (____)
Drinking Fountains (____) Garden Hoses (____) Other Hoses(____)
Other Fixtures (Describe _____
Below is for Commission's use only-DO NOT WRITE

Date sewer and water locations marked: _____
Date sewer Connection Made: _____
Date Water Meter Installed: _____
Meter Number and Size: _____
Remarks: _____
_____
_____

SECTION 1-6 – SAFE DRINKING WATER ACT

1-6.1 Ordinance Requirement - This ordinance has been required by the Mississippi State Board of Health pursuant to the Mississippi Safe Drinking Water Act of 1997 (Sections 41-26-1 through 41-26-101, Mississippi Code of 1972, Annotated).

1-6.2 Definitions.

(a) The definitions as stipulated by the Hancock County Port and Harbor Commission and in the Mississippi State Board of Health Environmental Regulations as published under Division 300, Part 301, Public Water Systems primary drinking water, are hereby adopted.

(b) Commission - shall mean Hancock County Port and Harbor Commission.

(c) Director - shall mean the Executive Officer of the Hancock County Port and Harbor Commission or authorized agent.

(d) Ordinance - shall mean primary drinking water regulations promulgated by the Commission pursuant to the Mississippi Department of Health primary drinking water regulations.

(e) Backflow - shall mean the reversal of normal flow direction where water flows from the intended point of delivery towards the supply.

(f) Cross Connection - shall mean any direct interconnection between a public water system and a non-public water system or other source, which may result in the contamination of the drinking water provided by the public water system. This definition includes any arrangement of piping where a potable water line is connected to non-potable water; it may be a pipe-to-pipe connection where potable and non-potable water lines are directly connected, or a pipe-to-water connection where the potable water outlet is submerged in non-potable water. If the potable and non-potable source are separated by gate valves, check valves or devices other than the appropriate backflow preventer as outlined by this regulation, a cross connection exists. By-pass arrangements, jumper connections, swivel or change over assemblies, or other temporary or permanent assemblies through which, or because of which, backflow may occur are considered to be cross connections.

1-6.3 Coverage.
This regulation shall apply to each water system customer of the Commission, except it shall not apply to a private water system:

(a) Which consists only of distribution and storage facilities which does not have any connection to the Commission's water facility.

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(b) Which obtains all of its water from, but is not owned or operated by, a customer of the Commission to which such regulation applies; and

(c) Does not sell water to any Commission customer.

1-6.4 Cross Connections

1-6.4.1 Cross Connections - No Commission Customer shall install, permit to be installed, or maintain any cross connection between the Commission's water system and any other Commission customer's water system or a line from any container of liquids or other substances, unless an approved backflow prevention assembly is installed between the Commission's water system and the source of contamination. Direct connections between the Commission's water supply and sewer or storm sewer are prohibited.

1-6.4.2 Low Hazard Cross Connection - A connection between the Commission's water system and a service or other water system not hazardous to health but not meeting established water quality standards for public water systems and not cross connected within its system with a potentially dangerous substance shall be considered a low hazard category cross connection. An appropriate backflow prevention assembly or device approved by the Director for low hazard cross connections shall be installed.

1-6.4.3 High Hazard Cross Connection - A connection between the Commission's water system and a customer's water system or other source of contamination which has or may have any material in the water dangerous to health, or connected to any material dangerous to health, that is or may be handled under pressure, or subject to negative pressure, shall be considered a high hazard category cross connection. The cross connection shall be eliminated by air gap separation or shall be protected by the installation of an appropriate backflow prevention assembly or device approved by the Port and Harbor Director or his designee.

1-6.4.4 Distinction Between Low and High Hazard Cross Connection - The distinction between low hazard cross connection and high hazard cross connection shall be made by an authorized representative of the Commission's water system subject to review by the Mississippi Department of Health.

1-6.5 Responsibility of Commission Customer

1-6.5.1 Cross Connection Control - All public water supplies are required to enforce a cross connection control policy or ordinance that is equivalent to or more stringent than the standard policy format provided by the Mississippi Department of Health. This policy or ordinance shall establish a cross connection control program consisting of the following:

(a) Locating and eliminating unprotected cross connections.

(b) Preventing the occurrence of new cross connections within the public water system.

(c) Maintaining records pertaining to the location of existing backflow prevention assemblies, type and size of each assembly and results of all tests performed on backflow prevention assemblies by a tester certified by the Department.

1-6.5.2 Cross Connection Surveys - It shall be the responsibility of the customer to conduct surveys and on-site visits as necessary to locate existing cross connections. This survey shall be performed by an authorized representative of the customer's water system utilizing established written guidelines as published by the Mississippi Department of Health.

a) Each customer of the Commission's water system shall complete an initial cross connection survey within one year of connection to the commission's water system or the effective date of this ordinance. The Commission may authorize an extension of time for completion of the survey based upon written evidence of good cause.

b) Upon completion of the required cross connection survey, the responsible official of each customer of the Commission's waster system shall certify to the Commission that the required survey has been properly completed in accordance with the written guidelines published by the Mississippi Department of Health.

c) When a cross connection is identified, the customer of the Commission's water system shall notify in writing, within ten (10) days, the Commission of the cross connection and that the cross connection must be eliminated or protected by the installation of the appropriate backflow preventer within the given time.

d) If the Commission determines that the cross connection is a high hazard category cross connection, it shall be eliminated or protected by the installation of the appropriate backflow preventer within ninety (90) days of notification.

e) If the Commission determines that the cross connection is a low hazard category cross connection, it shall be eliminated or protected by the installation of the appropriate backflow preventer within one (1) year of notification.

f) Any backflow prevention devices or assemblies installed to protect the Commission's water system against the possibility of backflow from a customer's water service prior to the adoption of these regulations shall be governed by these regulations. Each customer of the Commission's water system shall ensure that existing backflow preventers are inspected and tested within ninety (90) days of identification.

1-6.6 Installation of Backflow Preventer – All customers of the Commission's water system shall install the proper type of backflow prevention assembly after the water meter. All backflow prevention devices shall be installed at a final elevation of at least fourteen (14) inches above final grade.

1-6.7 Commission Water System Enforcement Actions.
In the event a customer refuses to comply with the cross connection control provisions of this ordinance or the installation of a backflow preventer device the Commission's water system shall discontinue water service to the customer until such time as the customer complies with this regulation.

1-6.8 Approved Backflow Preventers – The Commission shall review and approve all backflow prevention assemblies prior to installation and use by the customer.

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

1-6.9 Installation Requirements.

1-6.9.1 Reduced pressure principle backflow prevention assemblies, double check valve assemblies, and pressure vacuum breaker assemblies shall be installed in a location that provides adequate access for testing and repair of the assembly.

1-6.9.2 Reduced pressure principle backflow prevention assemblies and double check valve assemblies shall not be subject to possible flooding. Reduced pressure principle backflow assemblies and double check valve assemblies shall not be located in a pit below ground level. Installation elevation shall be at least fourteen (14) inches above final finish grade.

1-6.10 Testing of Backflow Prevention Assemblies.

1-6.10.1 Testing Requirements - When a backflow prevention assembly, is installed to protect the Commission's water system by the customer; The Commission shall have the assemble inspected and tested by an individual who has been licensed as a Certified Tester by the Mississippi Department of Health.

(a) The assembly shall be inspected and tested by a Certified Tester after installation and before use by the customer. The assembly shall be inspected and tested at least once a year by a Certified Tester, thereafter.

(b) The Certified Tester shall provide the property owner and the public water system with a written report of the inspection and test results on each assembly tested. The report shall be prepared and submitted by the Certified Tester making the inspection and performing the test. The Certified Tester and the Commission's water system will retain all test and inspection results for at least five (5) years from the date of test and inspection.

(c) Any backflow preventers found to be non-functional shall be repaired and re-tested within 14 days of the initial test.

(d) Each assembly shall be inspected and tested by a Certified Tester immediately after repairs of any kind are made to the assembly.

1-6.11 Emergency Conditions and Enforcement

1-6.11.1 The Director or designee is authorized to develop and implement a plan for the provision of safe drinking water in emergency circumstances for the Commission's system.

1-6.12 Enforcement - Violations of any requirement of this regulation shall be subject to the enforcement provisions of the Mississippi Safe Drinking Water Act of 1997 as found at Sections 41-26-1 through 41-26-101, Mississippi Code of 1972, Annotated.

DATE OF ADOPTION OF ORDINANCE

This regulation was formally adopted by the Hancock County Port and Harbor Commission at their JUNE 12, 2000 regularly scheduled Commission meeting and became effective, SEPTEMBER, 2000.

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

CHAPTER TWO

SEWER USE ORDINANCE

2-1 **Section 2-1 – Title** - This ordinance may be cited as the Hancock County Port & Harbor Commission Sewer Use Ordinance.

2-1.1 **Section 2-2 – Basic Requirements.**

2-2.1 General - Except as in compliance with this Ordinance, the discharge of any wastewater into the Commission's Sewer Systems by any person shall be unlawful.

2-2.2 Domestic Waste Discharges - All discharges of domestic waste shall be made into the public sanitary sewerage system.

2-2.3 Industrial Waste Discharges - Discharges of industrial waste shall be made to the public sanitary sewerage system only in compliance with a pretreatment permit issued by the Bureau unless an NPDES permit has been obtained from the State.

2-2.4 Prohibited Discharges on Property - It shall be unlawful for any person to place, deposit or permit to be deposited in any manner on public or private property within the Stennis Industrial Airpark or the Port Bienville Industrial Park any human or animal excrement, garbage, or other commercial or industrial wastes or waste liquids without proper permits from the State of Mississippi and/or the Commission.

2-2.5 Prohibited Discharges in Natural Outlets - It shall be unlawful to discharge to any state waters within the Stennis Industrial Airpark or the Port Bienville Industrial Park any sewage or other polluted waters, except where suitable treatment has been provided in accordance with provisions of this Ordinance.

2-2.6 Privies, Similar Facilities Prohibited - Except as provided in this Ordinance, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

2-2.7 Duty of Property Owner - The owner of all buildings or properties used for employment, recreation or other purposes, situated within Stennis Industrial Airpark or Port Bienville Industrial Park is hereby required at his expense to install suitable sewage disposal facilities therein, and to connect such facilities with the proper public sewer in accordance with the provisions of this Ordinance.

2-2.8 Protection Against Accidental Discharges - Each industrial user shall provide protection from accidental discharge of prohibited materials or other wastes to the sanitary sewer system regulated by this Ordinance. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or operator's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Commission for review, and shall be approved by the Commission before construction of the facility. Review and approval of such plans and

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operating procedures shall not relieve the industrial user from the responsibility to modify his facility as necessary to meet the requirements of this Ordinance.

2-2.9 Connections - All connections to the public sanitary sewerage system shall be made in the manner and subject to the limitations set forth herein.

2-2.10 Permits Required - No discharge of industrial waste shall be made to the sanitary sewer system except pursuant to and in compliance with a permit issued therefore by the Mississippi Department of Environmental Quality, Bureau of Pollution Control.

Section 2-3 – Building Sewers and Connections.

2-3.1 Scope of Permit Requirements - No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written connection permit from the Commission.

2-3.2 Duties of Owner - The owner shall be required to advise the Commission and obtain the necessary connection permits for commercial and / or industrial sewerage service.

2-3.3 Responsibility for Costs, Expenses, Damages - All costs and expenses incidental to the installation and connection of the building sewer to the public sewer shall be borne by the owner. The owner shall indemnify the Commission for any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

2-3.4 Systems to be Independent; Exception - A separate and independent building sewer shall be provided for every building except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, passageway, or driveway. In such cases the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer at the discretion of the Commission.

2-3.5 Use of Old Building Sewers - Old building sewers may be used in connection with new buildings only when they are found, on examination and testing by the Commission, to meet all requirements of this article. The owner of the property is responsible for all examination and testing costs in connection therewith.

2-3.6 Installation Standards - The size, slope, alignment, materials or construction of a building sewer, and the methods to be used in excavating, placing of the pipe jointing, testing, backfilling the trench, shall all conform to the requirements of the Southern Building and Plumbing Code and other applicable rules and regulations of the Commission.

2-3.7 Elevation of Sewer at Building; Use of Mechanical or Artificial Lift - Whenever possible, all building sewers shall be brought to the public sewer by gravity flow from a point below the bottom floor or building slab. In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be pumped by means approved by the Commission and discharged into the public sewer. All installation costs, operation, and maintenance of said individual mechanical sewage lifting devices are the responsibility of the Owner. This approved pumping mechanism shall be constructed inside Owner's property, unless the Commission agrees otherwise as their interest may best be served.

2-3.8 Prohibited Connections - No person shall make connection of roof downspout, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

2-3.9 Connection Standards - The connection of the building into the public sewer shall conform to the requirements of the Southern Building and Plumbing Code and other applicable rules and regulations of the Commission, and the procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9, as amended. All such connections shall be gas-tight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Commission before installation.

2-3.10 Notice to Inspect; Supervision of Connection - The applicant for the building sewer permit shall notify the Commission when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Commission.

2-3.11 Protection at Excavations; Restoration of Public Property - All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, driveways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Commission. Applicant shall indemnify and hold harmless the Commission or its agents or employees and defend all claims in connection therewith.

Section 2-4 Private Disposal Systems.

2-4.1 Private disposal of industrial waste is prohibited unless the Commission determines that a valid NPDES permit is in force.

2-4.2 In those limited cases where private disposal of industrial waste occurs, the special safeguards and requirements of this Ordinance shall be applied.

2-4.3 Discharges into private sewage disposal systems of domestic waste and industrial waste allowed by this Ordinance shall comply with the rules, regulations, and provisions of this Ordinance, the Mississippi Department of Health, the Mississippi Department of Natural Resources, the Bureau of Pollution Control; and / or the USEPA.

2-4.4 Requirements Applicable to All Private Sewerage Disposal Systems.

2-4.4.1 Permit - Before commencement of construction of a private sewerage disposal system or within ninety (90) days from the effective date of this Ordinance, if construction of the system is already commenced at that time, the owner or disposer or prospective disposer shall obtain a written construction permit issued by the Commission. The application for such permit shall be made on a form furnished by the Commission, which the applicant shall supplement with plans, specifications, and any other information or documents deemed necessary by the Commission.

2-4.4.2 Inspection, Approval Required - A discharge permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Commission and an NPDES permit is obtained. Authorized personnel of the Commission shall be allowed to inspect the work at any stage of construction, and in any event, the applicant for the permit shall notify the Commission in writing when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within seventy-two (72) hours of the receipt of notice by the Commission and, if all the requirements of this Ordinance have been met, a Certificate of Final Inspection shall be given by the Commission which will allow the system to become operative. A copy of the NPDES permit shall be sent to the Commission and will constitute the discharge permit as required by this Ordinance.

2-4.4.3 Standards Prescribed - The type, capacities, location, and layout of a private sewage disposal system shall comply with all requirements of the Mississippi Department of Health; Mississippi Department of Natural Resources, Bureau of Pollution Control; and / or the USEPA. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

2-4.4.4 Operation and Maintenance - The owner shall operate and maintain at his expense the private sewage disposal facilities in full compliance with all requirements of this Ordinance and all applicable Federal and State laws and regulations.

2-4.4.5 Authority of Health Officer - No statement contained in this Section shall be construed to interfere with any additional requirements that may be imposed by the Mississippi State Health Officer or the USEPA.

2-4.4.6 Connection to the Public Sewer - Upon connection to the public sewer, the private sewage disposal system shall then be cleaned of sludge and any underground tanks filled with clean bank-run gravel or dirt at the expense of the owner of the property.

2-4.5 Industrial Waste Discharges into Private Sewage Disposal Systems.

2-4.5.1 Any discharge of industrial waste into a private sewage disposal system and any discharge from such a system into any lands, waters, or receiving streams, shall comply with this Ordinance; and no person shall discharge or permit to be discharged, from a private sewage disposal system to any public or private lands, waters, or receiving streams, any wastewater which exceeds any of the prohibitions or limitations listed in this Ordinance, or the applicable NPDES permit.

2-4.5.2 The owner and operator of any private disposal system shall be responsible for the final disposition and disposal of the waste or other product of the system through and including the point of final disposition.

Section 2-5 Prohibitions and Limitations on Discharge into the Public Sanitary Sewerage System.

2-5.1 Policy Statement.

2-5.1.1 The public sanitary sewerage system exists to provide for and allow the collection and / or removal of polluted wastewater compatible with normal domestic sewerage treatment

practices and procedures from public and private property. It is in the public interest that reasonable rules and regulations be applied to discharges into the sanitary sewerage system so as to prevent the system from being unnecessarily burdened or excessively burdened, and so as to enable the Commission to insure that effluent from the public sanitary sewerage system will comply with all applicable Federal and State environmental laws and regulations.

2-5.1.2 Proper operation of the public sanitary sewerage system requires, among other things, the prohibition of any discharge components which would not be compatible with, or which would be harmful to or would interfere with the system. Proper operation of the system also requires that the system not be burdened with storm water runoff and similar wastewater which should be discharged through the storm drainage system. Safe operation of the system also requires that discharge of toxic substances and other harmful materials into the system be regulated.

2-5.2 General Prohibitions and Limitations.

2-5.2.1 No person shall discharge or deposit or cause to permit to be discharged or deposited to the public sanitary sewerage system any wastewater containing any pollutant or other material of such character or quality that will:

2-5.2.2 Not be susceptible to or compatible with treatment by the system, or interfere with or damage the system or the efficient operation thereof.

2-5.2.3 Constitute a hazard to human life, or to the stream or water course receiving the effluent of the system.

2-5.2.4 Violate any pretreatment standard or effluent limitation as defined by the Bureau.

2-5.2.5 Cause the system to violate any applicable NPDES permit or any applicable receiving water quality standard.

2-5.2.6 Violate any of the specific prohibitions or limitations established by this Ordinance.

2-5.3 Specific Prohibitions and Limitations - No person shall discharge or deposit or cause to permit to be discharged or deposited to the public sanitary sewerage system any wastewater which at the point of connection to the system has or contains any of the following:

2-5.3.1 Unpolluted Water - Any unpolluted water including but not limited to non-contaminated storm water, surface water, ground water, roof runoff, or subsurface drainage. These waters shall be discharged into the public storm drainage system, pursuant to applicable Commission requirements.

2-5.3.2 Oils, Grease and Wax.

2-5.3.2.1 More than 10 lbs. per day of wax, grease, or oil or at a concentration of more than 100 mg/1, whether emulsified or not, or containing substances which may solidify

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or become viscous at temperatures between 32 degrees F and 150 degrees F (0 degrees C and 65 degrees C) at the point of discharge into the system.

2-5.3.3.2 Any oil, wax or grease, whether emulsified or not, which will or may:

2-5.3.3.2.1 Deposit oil, grease, or wax in the sewer lines in such manner as to clog the sewers or impede the flow;

2-5.3.2.2.2 Overload the sewage treatment facility's skimming and grease handling equipment;

2-5.3.2.2.3 Not be amenable to biological oxidation and may therefore pass to the receiving stream without being affected by the normal sewage treatment process; or

2-5.3.2.2.4 Have any other deleterious effect on the sewage treatment process due to excessive quantities or concentrations.

2-5.3.2.3 Grease, oil and sand interceptors shall be provided when they are necessary for the proper handling of wastewater containing free or emulsified oil and / or grease exceeding 50 mg / l, or any flammable wastes, or other harmful ingredient except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Commission and shall be located so as to be readily and easily accessible for cleaning and inspection.

2-5.3.3 Explosive Mixtures - Liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion (or be injurious in any other way to sewerage facilities or to the operation of system). At no time shall two successive readings on a US Bureaus of Mines approved explosion hazard meter.

2-5.3.4 Noxious Material - Noxious or malodorous solids, liquids or gases, which, either singly or by interaction with other wastes, are capable of creating a public nuisance or hazard to human life, or may be sufficient to prevent entry into a sewer for its maintenance and repair. In no event shall any waste be discharged containing phenols at a concentration greater than 0.20 mg / l or other taste or odor producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process.

2-5.3.5 Color - Wastes causing discoloration not readily removable by the normal sewage treatment process.

2-5.3.6 Improperly Shredded Garbage.
Garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in the public sewers, with no particle greater than one-fourth (1/4) inch in any dimension.

2-5.3.7 Radioactive Wastes - Radioactive wastes or isotopes of such half-life or concentrations that they do not comply with regulations or orders issued by the appropriate authority having control over their use or which exceed the standards of the State of Mississippi

and / or the United States of America, or which will or may cause damage or hazards to the system, to personnel operating the system, or to receiving waters or the animal life therein.

2-5.3.8 Solid or Viscous Wastes - Solid or viscous wastes which will or may cause obstruction to the flow in a sewer, or otherwise interfere with the proper operation of the wastewater treatment system. Prohibited materials include, but are not limited to, grease, improperly comminuted garbage, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, cutback asphalts, residues from refining or processing of fuel or lubricating oil, and similar substances.

2-5.3.9 Excessive Discharge Rate - Any waters or wastes with unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.

2-5.3.10 Toxic Substances - Any toxic and / or poisonous substance in sufficient quantity to injure or interfere with the existing sewage treatment process or with the biological processes or efficiency thereof.

2-5.3.11 Incompatible or Corrosive Wastes.

2-5.3.11.1 Any waste containing any incompatible pollutant or any substance which may cause corrosion or deterioration of the treatment system. Prohibited materials include, but are not limited to, acids, sulfides, concentrated halogen compounds and substances which will react with water to form acidic products.

2-5.3.11.2 Substances which are not amenable to such treatment but do not have deleterious effects on the treatment system only to such degree, that the effluent of the system cannot meet the requirements of applicable Federal and State laws and regulations or the requirements of any applicable NPDES permit.

2-5.3.11.3 Nothing in this subsection shall be construed to prohibit discharge of components of domestic waste in amounts which are normal for discharges of domestic waste and insignificant in relation to their effect upon the effluent of the system.

2-5.3.12 pH. - A pH of less than 6.0 or greater than 9.0.

2-5.3.13 Temperature - A temperature of greater than 140 degrees F (60 degrees C).

2-5.3.14 Suspended and Dissolved Solids - Total suspended solids (TSS) at a concentration greater than 300 mg / l.

2-5.3.15 B.O.D. and C.O.D - B.O.D. at a concentration greater than 350 mg / l.

2-5.3.16 Total Kjeldah Nitrogen (TKN) - TKN at a concentration greater than 40 mg / l as N.

2-5.3.17 Heavy Metals - Any of the following elements at monthly average or maximum daily concentrations greater than those allowed by the Mississippi Department of Environmental Quality, Bureau of Pollution Control:

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Arsenic	Copper	Nickel	Barium	Cyanide	Selenium
Boron	Iron	Silver	Cadmium	Lead	Tin
Chromium	Manganese	Zinc	Cobalt	Mercury	

The following metals are not permitted above their detectable levels:

Antimony	Beryllium	Tellurium	Bismuth	Molybdenum	Uranyl ion
Strontium	Rhenium				

2-5.3.18 Other Elements and Substances - Any other agent, material, element or thing which either alone or by combination or interaction with other substances, will be harmful to the system, or to human or animal or aquatic life, or to the receiving waters.

2-5.4 Pretreatment - In any case where pretreatment is required or is used to meet the requirements of this Ordinance with respect to a particular discharge, the pretreatment methods and system used shall comply with this Ordinance and must be approved by the Mississippi Department of Environmental Quality, Bureau of Pollution Control in the permit issued to the discharger.

2-5.5 Provisional Discharges - Not withstanding the limitations of subsection 2-5.3, wastewater having a B.O.D. greater than 350 mg / l, having total suspended solids (TSS) greater than 300 mg / l, having Total Kjeldahl Nitrogen (TKN) greater than 40 mg / l as N, or having any combination thereof, may be allowed to be discharged into the public sanitary sewerage system, provided that the following special conditions and requirements are met:

2-5.5.1 The wastewater must be shown and must continue to show amenability to treatment by the treatment plant processing the waste. Such evidence as required by the Commission must be provided when requested at intervals of not less than every 6 months or when there is reason to believe that a significant change in the discharge has occurred.

2-5.5.2 Discharges pursuant to this subsection shall be called "provisional discharges," and may be made only pursuant to special permission of the Commission granted in a permit issued pursuant to this Ordinance and it is expressly understood that the holder of the permit has no vested interest or right in such provisional discharge permit.

2-5.5.3 The permission of the Commission for a provisional discharge may be revoked at any time the Commission determines that such revocation is necessary to protect the sanitary sewerage system, the sewage treatment process, the receiving stream thereof, or the public health and welfare, or to fulfill any other requirement of this Ordinance and / or any applicable Federal or State law or regulation.

2-5.5.4 Any permit issued pursuant to this Ordinance which permits a provisional discharge within the meaning of this subsection shall remain in effect for a period of not more than one (1) year, during which time the discharger may be required to construct at his expense adequate pretreatment facilities to reduce the BOD., TKN, and / or TSS to those levels established by this Ordinance.

Section 2-6 – Sewer Use Charge.

2-6.1 Administration - The management and application of the user charge system shall be administered by the Hancock County Port and Harbor Commission.

2-6.2 Extraneous Flows - The Commission will apply charges for operation and maintenance pertaining to extraneous flows (i.e. infiltration / inflow) in the same manner that it distributes the cost of operation and maintenance among users for their actual use.

2-6.3 Rates and Charges - The rates and charges for the use of the wastewater services of the Commission for each and every commercial or industrial establishment now or hereafter connected to the Commission's treatment facilities shall be as follows:

First 12,000 gallons of water used, minimum bill $100.00

Thereafter, each 1,000 gallons of water used or fraction thereof $1.60

Consideration maybe given to those accounts that can prove to the Commission that a portion of their water does not enter the Commission's sewer system. In which case, upon approval by the Commission, a separate rate will be established for charges.

i. Surcharges - Any use of the Commission's sewer system who discharge liquids other than normal domestic sewage shall be charged a surcharge fee to cover any and all additional treatment and/or special disposal cost in addition to their normal sewage charge.

ii. Review Rates And Charges - The sewer rates and charges will be reviewed annually to insure that they are adequate to cover the cost of operation, maintenance and major replacements for the wastewater collection, treatment and disposal system.

2-6.5 Payment for Prohibited or Limited Discharges - Any user which discharges any pollutants (including prohibited or limited pollutants) which cause an increase in operation, maintenance, and replacement costs shall pay for such increased costs.

2-6.6 Notification - The Commission shall notify each user annually of the rate in conjunction with a regular bill.

2-6.7 Billings - Bills for the service charges for the use of the wastewater collection and treatment system by a premises shall be rendered to the person or legal entity designated by the OWNER and / or his AGENT, TENANT, or OCCUPANT to receive the water bill. The bills for the service charges for use of the wastewater collection and treatment system shall be the same as the date for the water bill rendered to the name and address designated for such premises. When any wastewater service bill is thirty (30) days in default, rendition of water and / or sewerage service to such premises shall be discontinued until such bill is paid following due notice and opportunity for hearing.

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Should the individual designated to pay the bills remain in default, the owner of the property at the time of the default may be held responsible for the payment of the bill.

2-6.8 Sufficiency of Charge - The User Charge rates shall never be reduced below an amount sufficient to provide for the operation and maintenance of the said sewer system.

2-6.9 Applicability of Charge - None of the facilities or services afforded by the sewer system shall be furnished without a charge being made.

2-6.10 Penalties - The Hancock County Port and Harbor Commission has been issued a National Pollutant Discharge Elimination System (NPDES) Permit by the State of Mississippi Office of Pollution Control for the discharge of treated wastewater for each of its treatment facilities. These Permits set strict criteria concerning the composition of said discharges and prescribe civil and criminal penalties for noncompliance. Any user of the sewerage system who is responsible for violating the terms, conditions, or schedule of compliance contained in said Permits, shall be liable for any fines imposed by the DEQ and the cost of any corrective actions needed as a result of his activities and operations.

In addition, the Commission is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes or other ordinances against a person continuing prohibited discharges.

2-6.11 Effective Date - The user charge system shall take effect and be in full force and effect ninety (90) days after passage of the Water and Sewer Use Ordinance by the Hancock County Port and Harbor Commission and the Hancock County Board of Supervisors.

Section 2-7 – Pretreatment.

2-7.1 Pretreatment of waste prior to discharge may be required by the Commission pursuant to this Ordinance, by the Bureau, or such pretreatment may be employed by the discharger and used in order to comply with the prohibitions and limitations set forth in this Ordinance. In any of these or other cases where pretreatment is employed or required, the pretreatment process shall comply with the requirements of this Section and those of the Bureau.

2-7.2 As part of the material in support of the application for such a permit, or at any other time the Commission or Bureau may require, the discharger using or proposing to use pretreatment shall, prior to commencement of construction, submit plans, specifications, and other pertinent data or information relating to such pretreatment or flow-control facilities, for the review and approval by the Commission and / or bureau. All such plans shall be prepared by a Mississippi Registered Professional Engineer and shall bear his signature and seal. Any subsequent alterations or additions to such pretreatment or flow-control facilities shall not be made without due notice to and prior approval of the Commission and / or Bureau.

2-7.3 Operation - If pretreatment or control of waste flows is required, such facilities shall be maintained in good working order and operated as efficiently as possible by the owner or operator at his own cost and expense, subject to the requirements of these rules and regulations and all other applicable codes, ordinances, and laws.

2-7.4 Dilution Not Acceptable - The alteration of the characteristics of a polluted wastewater, to attain the limits for admission to either the public sanitary sewage system or to attain the limits for discharge to a private sewage disposal system or receiving streams, by means of dilution, will not be allowed as an acceptable pretreatment process. The objective of an acceptable pretreatment process shall be the removal of the pollutants from the wastewater to the required level.

Section 2-8 – Permits for Industrial Waste Discharge.

2-8.1 Permits Required.

2-8.1.1 All persons proposing to discharge any industrial waste as defined in this Ordinance must first obtain a discharge permit thereof, and no person shall discharge industrial waste except pursuant to and in compliance with such a permit issued by the Mississippi Department of Environmental Quality, Bureau of Pollution Control.

2-8.1.2 The discharge permit required by this Section shall be separate and distinct from any connection permit which may be required by Section 4.

2-8.1.3 No person shall commence any operation of any new or modified facility which discharges or will discharge industrial waste, without first securing a discharge permit pursuant to this Section.

2-8.2 Permit Application.

2-8.2.1 Dischargers seeking a wastewater discharge permit shall complete and file with the Commission a copy of the application form prescribed by and submitted to the Bureau.

2-8.2.2 The Commission will review the data furnished by the discharger and may request the Bureau to require additional information. After evaluation and acceptance of the data furnished, the Bureau may issue a wastewater discharge permit subject to terms and conditions provided herein.

2-8.3 Permit Conditions.

2-8.3.1 Wastewater discharge permits shall be expressly subject to all provisions of this Ordinance and all other regulations, charges, and fees established by the Commission and the Bureau. Each permit issued to an industrial waste discharger (as defined in this Ordinance or permitting provisional discharge as defined by Section 6) shall require that said discharger monitor his discharge periodically and report the results of said monitoring to the Bureau and / or Commission at the intervals specified by the Bureau and / or commission in the discharge permit. Copies of all monitoring reports shall be sent to the Commission.

2-8.4 Special Provisions Applicable to Private Disposal of Industrial Wastewater - Where the discharge is proposed to be made by means of a private disposal system pursuant to Section 4, in addition to the other requirements of this Section, the following provisions shall apply:

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2-8.4.1 The permit application shall include a full and adequate description of the proposed private disposal system, and shall be supplemented with plans, specifications, and other information and documents as may be necessary for a complete description of the system or as may be required by the Commission and / or Bureau. In addition, the applicant shall set forth the grounds why it believes that special permission should be granted for private disposal in lieu of disposal in the public sewage or drainage system. The applicant shall also state whether the discharge is or will be regulated by an NPDES permit or other Federal or State permit and if so, a copy of each such permit or proposed permit shall be attached to the application, or, if such permit or proposed permit is not yet available, same shall be submitted to the Commission as soon as one is available.

2-8.4.2 Any permit issued by the Commission to a significant industrial waste discharger using a private sewerage disposal system shall include, in addition to the provisions required elsewhere in this Section, a provision describing the monitoring system to be required of the permittee.

2-8.4.3 Any modification, termination, renewal, revocation, suspension, or other change in any NPDES or other Federal or State permit applicable to the discharge shall be immediately reported to the Commission and a copy of any such new or revised permit furnished to the Commission.

2-8.5 Special Provisions Applicable Where Pretreatment is Proposed - Where the discharger is required to or proposes to employ pretreatment prior to or in connection with the discharge, in addition to the other requirements of this Section, the following provisions shall apply:

2-8.5.1 The permit application shall include a full and adequate description of the proposed pretreatment process and shall be supplemented with the documents mentioned in Section 2-7.

2-8.5.2 Any permit issued may include a description of pretreatment to be employed and may make such pretreatment an express condition of the permit.

2-8.6 Industrial Wastewater Connection Permit Modification Provisions - The terms and conditions of the permit may be subject to modification and change by the Commission and / or Bureau during the life of the permit, as limitations or requirements are modified and changed. The discharger shall be informed of any proposed changes in his permit in a timely manner prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

2-8.7 Transfer of a Permit - Wastewater discharge permits are issued to a specific discharger for a specific operation. A wastewater discharger permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation.

2-8.8 Revocation of Permit - Any user who violates the conditions of his permit or of this Ordinance, or of applicable State and Federal regulations, is subject to having his permit revoked. Violations subjecting a user to possible revocation of his permit include, but are not limited to, the following:

A. Failure of a user to accurately report the wastewater constituents and characteristics of his discharge;

B. Failure of the user to report significant changes in operations, or wastewater constituents and characteristics;

C. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or,

D. Violations of conditions of the permit.

2-8.9 Violation of Permit - Violation of a permit issued pursuant to this Section shall be deemed a violation of this Ordinance.

2-8.10 Confidentiality - Should a permit applicant require confidentiality of information presented in his application or in support of his application, he shall provide a written statement listing those items to be held confidential along with the reasons for confidentiality. Such information will be held confidential by the Commission unless required by the Federal or State Government or by a duly issued court order to produce the documents. If the Commission surrenders this information as required above, it will submit with the information a copy of the applicants statement of confidentiality.

Section 2-9 – Monitoring and Reporting.

2-9.1 Discharge Reports –

2-9.1.1 Every industrial discharger shall file an annual discharge report on a form supplied by the Commission not later than thirty (30) days after the anniversary date of the discharge permit and at such additional times as may be designated by the Commission and / or Bureau.

2-9.1.2 The discharge report shall include, but shall not be limited to, nature of process, volume, rates of flow, volume of water irreversibly used in production, hours of operation, concentrations of controlled pollutants or other information which relates to the generation of waste. Such reports shall also include the chemical constituents and quantity of liquid materials stored on site even though they are not normally discharged. In addition to discharge reports, the Commission may require information in the form of self-monitoring reports.

2-9.2 Records - All persons who discharge or propose to discharge industrial waste shall maintain such records of production and related factors, effluent flows, and pollutant amounts or concentrations as are necessary to demonstrate compliance with the requirements of this Ordinance and with any applicable pretreatment standards. Such records shall be made available upon request by the Commission.

2-9.3 Monitoring.

2-9.3.1 The owner or operator of any premises or facility discharging industrial wastes shall install at his own cost and expense suitable monitoring equipment, including, but not limited to, control manholes and / or sampling ports together with such necessary

approved meters and appurtenances to facilitate the accurate observation, sampling, and measurement of wastes. Such equipment shall be maintained in proper working order and kept safe and accessible at all times.

2-9.3.2 The monitoring equipment shall be located and maintained on the industrial disposal premises outside of the building. When such a location would be impractical or cause undue hardship on the user, the Commission and / or Bureau may allow such facility to be constructed in the public street or sidewalk area, with the approval of the public agency having jurisdiction over such street or sidewalk, and located so that it will not be obstructed by public utilities, landscaping, or parked vehicles. All sampling ports shall be constructed above ground and not subject to any excessive ground or rain water infiltration or dilution.

2-9.3.3 When more than one discharger can discharge into a common sewer, the Commission and / or Bureau may require installation of separate monitoring equipment for each. When there is a significant difference in wastewater constituents and characteristics produced by different operations of a single discharger, the Commission and / or Bureau may require to be addressed.

2-9.3.4 Whether constructed on public or private property, the monitoring facilities shall be constructed in accordance with the Commission's and the Bureau's requirements and all applicable construction standards and specifications.

2-9.4 Inspection, Sampling, and Analysis.

2-9.4.1 Compliance Determination - Compliance determinations with respect to Section 2-7 (Prohibitions and Limitations) may be made on the basis of either instantaneous grab samples or composite samples of wastewater. Composite samples may be taken over a twenty-four (24) hour period, or over a longer or shorter time span, as determined necessary by the Commission and / or Bureau to meet the needs of specific circumstances.

2-9.4.2 Analysis of Industrial Wastewater - Laboratory analysis of industrial wastewater samples shall be performed in accordance with the current edition of "Standard Methods for the Examination of Water and Wastewater" or "Methods for Chemical Analysis of Water and Waste" published by the Water Pollution Control Federation or the US Environmental Protection Agency, respectively. Analysis of those pollutants not covered by these publications shall be performed in accordance with procedures consistent with established analytical practice acceptable to the Commission and Bureau.

2-9.5 Reporting of Accidental Discharges - If, for any reason, a discharger does not comply with any prohibition or limitation in this Ordinance, the parties responsible for such discharge shall immediately notify the Commission and the Bureau so that corrective action may be taken to protect the treatment system or receiving waters. In addition, a written report addressed to the Commission and the Bureau detailing the date, time, and cause of the discharge and corrective action taken to prevent future discharges, shall be filed by the responsible industrial facility within five (5) days of the occurrence of the non-complying discharge.

Section 2-10 – Regulation.

2-10.1 Regulatory Actions - If wastewater is discharged or proposed to be discharged or proposed to be discharged in violation of this Ordinance, the Commission and / or the Commission Attorney may take such action necessary to:

A. Prohibit the discharge.

B. Require a discharger to demonstrate that in-plant modifications will reduce or eliminate the discharge of such substances in conformity with this Ordinance.

C. Require pretreatment, including storage facilities, or flow equalization necessary to reduce or eliminate the objectionable characteristics or substances so that the discharge will not violate these rules and regulations.

D. Require the person making, causing, or allowing the discharge to pay any additional cost or expense or damages incurred by the Commission for handling and treating excess loads imposed on the collections treatment system and / or the storm drainage system.

E. Take such other remedial action as may be deemed to be desirable or necessary to achieve the purpose of this Ordinance.

2-10.2 Admission to Property - Whenever it shall be necessary for the purpose of this Ordinance, authorized employees or agents of the Commission, upon presentation of credentials, may enter upon any property or premises at reasonable times for the purpose of:

A. Copying any records required to be kept under the provisions of this Ordinance.

B. Inspecting any monitoring equipment or method.

C. Sampling any discharge of wastewater, inspecting any pretreatment facility and any part of the disposal system.

D. The authorized employees or agents of the Commission, when under the authority of this subsection, shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection. Except when caused by negligence or failure of the company to maintain safe conditions, the Commission shall indemnify the company against loss or damage to its property by the Commission employees or agents and against liability claims and demands for personal injury or property damage asserted against the company and proximity caused by any negligent act of these authorized employees or agents while on the property.

2-10.3 No person acting under authority of this subsection may inquire into any confidential trade secret processes including metallurgical, chemical, oil refining, ceramic, paper, or

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

other industries, beyond that point having a direct bearing on the kind and source of discharge to the public sewers.

Section 2-11 – Enforcement.

2-11.1 Compliance Order.

2-11.1.1 Whenever, on the basis of any information available to it, the Commission finds that any person who is or is about to be in violation of this Ordinance, or of any condition of a permit issued under this Ordinance, the Commission may issue a compliance order in accordance with this subsection, or the Commission may bring a civil action in accordance with subsection 2-11.2 of this Section. A notice of termination of service may also be issued in accordance with subsection 2-11.3 of this Section.

2-11.1.2 Any compliance order issued by the Commission under this subsection shall be sent by Certified Mail, addressed to the principal place of business in the service area and shall state with reasonable specificity the nature of the violation, specify a time for compliance, which the Commission determines is reasonable taking into account the seriousness of the violation and any good faith efforts to comply with applicable requirements. The order shall also provide an opportunity for the person to whom it is directed to confer with the appropriate Commission personnel or agents concerning the alleged violation.

2-11.2 Civil Action - The Commission and / or the Commission Attorney is authorized to commence a civil action for appropriate relief, including a permanent or temporary injunction, for any violation for which the Commission is authorized to issue a Compliance Order under subsection 2-11.1 of this Section.

2-11.3 Termination of Service - The Commission may take action to terminate service to any person for any violation for which it is authorized to issue a compliance order under subsection 2-11.1 of this Section. The procedure for termination of service shall be as follows:

2-11.3.1 Revocation of Permit and Termination of Service - Prior to the suspension or revocation of a permit issued except as otherwise provided in this Ordinance and the termination of service and disconnection of sanitary and waste disposal facilities, the Commission shall notify in writing, the holder of the permit. Said notice shall advise that the Commission will consider the suspension or revocation of the permit, termination of services or disconnection. Said notice shall state the date of proposed suspension or revocation, termination of service and proposed disconnection of service and the reasons therefore and the time and date and place that the Commission shall hold a hearing upon said proposed suspension, revocation, termination and disconnection. Said hearing shall not be less than ten (10) days subsequent to the receipt of notice as herein required. Said notice shall be mailed to the owner at the address shown on the permit application or as known to the Commission, and a copy may be delivered to the permit holder or the person in charge of the facility or posted conspicuously on the property affected. The Commission may (but shall not be required to) give such further additional notice as in the discretion of the Commission is convenient or desirable. Upon the conclusion of the hearing, the Commission shall determine whether grounds exist for suspension or revocation, for termination and / or for disconnection of service. If such grounds are

found to exist, the permit shall forthwith be suspended or revoked and service shall forthwith be terminated and sanitary and waste disposal and water facilities forthwith disconnected. A copy of said decision shall be sent by Certified Mail to the Owner at the address shown on the permit or as known to the Commission and a copy shall be delivered to the facility or posted conspicuously on the property; provided, however, that the service of said copy of the decision shall not be a condition precedent or subsequent to suspension or revocation, termination or disconnection.

2-11.3.2 Restoration of Service - Any person whose permit has been suspended or revoked hereunder or for whom service has been terminated and disconnection effected hereunder, may petition the Commission for reinstatement of the permit and reinstatement of service. Said petition shall be verified under the oath or declaration under penalty of perjury of the person petitioning. Said petition shall contain a detailed statement of the corrective action taken by the petitioner or others to remove the grounds for suspension or revocation, termination and disconnection, and of the corrective measures or devices to prevent a repetition of the offense and of proposed security against further violation. Said petition shall contain the name and address of the petitioner for purposes of receiving notice. Said petition shall be filed with the Commission.

Said petition shall be heard within thirty-five (35) days of the date of receipt by the Commission. Notice of time, date and place of hearing shall be given to the petitioner at least ten (10) days before the hearing in writing by Certified Mail to said petitioner at the address shown on the petition; provided, however, that said petitioner may waive said notice in writing.

The Commission, at its discretion, may restore the permit, service, and connection if it finds that the grounds for suspension, revocation, termination and disconnection have been corrected and that there is adequate assurance from the petitioner of corrective measures or devices to prevent a repetition of the offense for which the permit was suspended, revoked, and service terminated and disconnected or for any other reason deemed fit and appropriate in the premises by the Commission.

The Commission may, as a condition to the restoration of the permit, service and connection:

A. Require the petitioner to provide reasonable safeguards and security to avoid a repetition of the offense for which the permit was suspended, revoked, and service terminated and disconnected.

B. Impose reasonable charges to compensate the Commission for expenses incurred in connection with the suspension, revocation, termination and disconnection and in connection with the reinstatement of the permit and the restoration of service and reconnection.

C. Such other reasonable conditions or regulations as shall be necessary to protect the public health, safety, property, and to prevent a nuisance.

D. Take such other action as may be necessary and proper.

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2-11.4 Penalties.

2-11.4.1 Any person who willfully or negligently violates this Ordinance or any condition of a permit issued under this Ordinance, shall be punished by a fine of not more than five hundred dollars ($500.00) or by imprisonment for not more than thirty (30) days, or both. Each day on which the violation occurs shall be considered a separate offense.

2-11.4.2 Any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained under this Ordinance or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this Ordinance, shall upon conviction, be punished by a fine of not more than five hundred dollars ($500.00) or by imprisonment for not more than thirty (30) days or both.

2-11.4.3 Any person who violates any compliance order issued by the Commission under subsection 2-11.1 of this Section shall be punished by a fine of not more than five hundred dollars ($500.00) or by imprisonment for not more than thirty (30) days or both.

2-11.5 Jurisdiction - These enforcement actions and penalties are in addition to the other penalties provided by this Ordinance and said remedies do not exclude or supercede the enforcement actions and penalties provided by State and Federal law, or contained in any applicable industrial wastewater pretreatment permit or NPDES permit.

Section 2-12 – Severability and Conflicting Provisions.

2-12.1 If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items, or applications of the Ordinance which can be given effect without the invalid provisions, items, or applications, and to this end the provisions of this Ordinance are hereby declared severable.

2-12.2 All laws or parts of laws in conflict herewith are hereby repealed.

Section 2-13 – Definitions as Used in This Ordinace.

2-13.1 Unless the context specifically indicates otherwise, the meaning of terms used in the Ordinance shall be as follows:

BOD - (denoting Biochemical Oxygen Demand) shall mean the quantity of utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C, in a 300 ml bottle, expressed in milligrams per liter.

Budget - A total amount of dollars approved each year by the Hancock County Port and Harbor Commission and Hancock County Board of Supervisors for the operation and maintenance of the sewerage system and purchase of equipment and facilities minus funds derived from other sources including tax revenues, fees, and bond issues.

Building Drain - Shall mean that part of the lowest part of a horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage

pipes (not including storm drains) inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.

Building Sewer - Shall mean the extension from the building drain to the public sewer or other place of disposal.

Bureau - Shall mean the Bureau of Pollution Control of the Mississippi Department of Environmental Quality, or any employee or agent designated by the Bureau to act on behalf of the Bureau.

Color - (True Color) The color of a water solution (that has been filtered to remove all turbidity) as determined by visual comparison with a series of cobalt-platinum standard solutions.

Commercial Customer - Those customers classified as commercial accounts by the Hancock County Port and Harbor Commission.

Commission - Shall mean the Hancock County Port and Harbor Commission or any employee or agent designated by the Commission to act on behalf of the Commission.

Compatible Pollutant - Any substance such as, but limited to, those specified and controlled in this Ordinance and in the Commissions NPDES permits, that is subject to the effective removal and / or microbial destruction in the normal domestic wastewater treatment plant process, that is, the substance does not interfere with, nor disrupts in any way, normal domestic wastewater treatment practices.

Discharge - When used without qualification, includes any discharge of wastewater, whether discharged to the public sanitary sewage system or to the public storm drainage system, or to a private sewage disposal system or to any other natural or man-made body of water whatever.

Discharger - Any person who discharges, or causes or permits to be discharged, any wastewater.

Domestic Discharger - Any person who discharges, or causes or permits to be discharged, any domestic waste.

Domestic Waste - Means liquid wastes: From the non-commercial preparation, cooking and handling of food, or containing human excrement and similar matter from sanitary conveniences (e.g. toilets, sinks, washing machines, dishwashers, lavatories, bathtubs, etc.).

Domestic Wastewater - See Domestic Waste.

Drainage System - The system of pipes, canals, pumping stations and other equipment owned or operated by the Commission or connected thereto, and

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designed to convey unpolluted water such as storm water, rain water, surface water, ground water, and roof run-off to a legal point of disposal, but does not include the mains or other components of the sanitary sewage system or a private or public sewage treatment or disposal plant.

Effluent - Wastewater discharged into the public sanitary sewage system, the public storm drainage system or any other receiving stream.

Effluent Limitation - A restriction or limitation on discharges of pollutants established by EPA under the Federal Water Quality Act as amended and / or any other State regulations or law.

Garbage - The solid waste matter resulting from the preparation, cooking, or dispensing of food or from the handling, storage, or sale of produce or other food products.

Halogen - Defined as that class of inorganic chemicals which include fluorine, chlorine, iodine, and bromine.

Incompatible Pollutant - Means any pollutant which is not amenable or compatible with normal municipal waste treatment practices.

Industrial Customer - Any user of a publicly owned treatment works which discharges more than the equivalent of twenty-five thousand (25,000) gallons per day (GPD) of sanitary waste and which is identified in the Standard Industrial Classification Manual under Divisions A, B, D, E, I. Any user which discharges wastewater which contains toxic pollutants, poisonous solids, liquids, or gases in sufficient quantities to contaminate the sludge, injure or interfere with the treatment system process, or which constitutes a hazard to humans or animals, creates a public nuisance, creates a hazard or has an adverse effect on the receiving waters.

Industrial Discharger - Any person who discharges, or causes or permits to be discharged, any industrial waste.

Industrial Waste - Means the liquid wastes resulting from the processes employed in industrial, manufacturing, trade, or business establishments including hospitals, hotels, motels, and other such institutions, as distinct from domestic wastes.

Industrial Wastewater - See Industrial Waste.

Industry - Any individual, partnership, or corporation doing business with the Stennis Industrial Airpark or the Port Bienville Industrial Park or any such establishment outside the limits of the Stennis Industrial Airpark or the Port Bienville Industrial Park whose discharges flow into either Park's Sewerage System.

Infiltration / Inflow - Total quantity of water other than wastewater from both infiltration and inflow without distinguishing the source from defective pipes,

pipe joints, connections, manholes, roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from rings and swampy area, cross connections, catch basins, cooling towers, storm waters, surface runoffs, street wash waters, or drainage.

Non-Chemically Treated Cooling Water - Any water used for the process of cooling machinery, equipment, or devices of any kind and which has not been chemically altered by or for that process such as, but not limited to, the addition of algaecides, fungicides and / or corrosion inhibitors.

Normal Sewage - Normal sewage is sewage which when analyzed, shows by weight a daily average of not more than 350 mg / l of BOD, 300 mg / l of TSS, or 40 mg / l of TKN, and which is otherwise acceptable into the Commission's wastewater collection and treatment system.

NPDES - "National Pollutant Discharge Elimination System"
Means the Federal program for issuing, conditioning, and / or denying permits for the discharge of pollutants from point sources into the nation's navigable waters, the feeder streams thereof, the contiguous shorelines and the oceans pursuant to the Federal Water Quality Act.

Person - Shall mean any individual, his heirs, executors, administrators, or assigns and includes a firm, partnership, or corporation, its or their successors or assigns. Singular includes plural; male includes female.

pH - Shall mean the negative logarithm of the hydrogen ion concentration an designated in standard pH units.

Pretreatment - Application of physical, chemical, and / or biological processes to reduce the amount of pollutants in, or alter the nature of the pollutant properties in a wastewater, so as to render that wastewater amenable to normal domestic waste treatment practices prior to discharging such wastewater into the publicly owned wastewater treatment system.

Pretreatment Standards - Means all applicable Federal rules and regulations as well as any non-conflicting State, County, or Commission Standards. In cases of conflicting standards or regulations, the more stringent thereof shall be applied.

Private Sewer - A sewer privately owned and not directly controlled by the Commission.

Private Sewage Disposal System - Any privately owned or operated devices, facilities, structures, equipment, or works used for the purpose of transmission, storage, treatment, recycling, and reclamation of industrial and domestic waste.

Properly Shredded Garbage - Garbage that has been shredded to such a degree that all particles will be carried freely in the public sanitary sewer under the flow conditions normally prevailing, with no particle greater than one-fourth (1/4) inch in any dimension.

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Public Sanitary Sewage System - See Sanitary Sewage System.

Public Sewer - A sewer in which all owners of abutting properties have equal rights, and is controlled by the Commission.

Public Storm Drainage System - See Drainage System.

Receiving Stream - Any bayou, canal, stream, river, pond, lake or estuary into which a liquid waste ultimately flows, irrespective of intervening treatment or conveyance processes.

Sanitary Sewage - Same as domestic waste, and includes the liquid wastes consisting of discharges from sinks, lavatories, water closets, bathtubs, washing machines (except industrial or commercial machines), dishwashers and residential garbage grinders.

Sanitary Sewage System - Means any devices, facilities, structures, equipment, or works owned or used by the Commission for the purpose of transmission, storage, and treatment of sanitary sewage and any other compatible industrial and domestic waste, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof.

Sanitary Sewer - A sewer designed to carry sanitary sewage or compatible industrial wastes or a combination of both, and to which storm, surface, and ground water are not intentionally admitted.

Sewage - Any combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm water as may be adventitiously present. Sewage includes domestic waste and acceptable industrial waste.

Sewage Treatment Plant -Any Arrangement of devices and structures used for treating sewage.

Sewer - Any pipe or other conduit outside a building for conveying sewage.

Shall and Will - Are mandatory; May is permissive.

Significant Industrial Discharger - Means any industrial discharger whose flow exceeds:
50,000 gallons per month, or
Five percent (5%) of the daily capacity of the Sewage Treatment Plant into which the flow is discharged,
Has in its waste a toxic pollutant in toxic amounts as defined in USEPA regulations and standards,
Has a significant impact on the treatment works or the quality of its effluent.

Slug - Any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration of flows during normal operation.

State Health Officer - Means that individual appointed to his position of authority pursuant to and as defined by state law.

Storm Drain - Shall mean any sewer or natural or man-made drainage channel which carries storm and surface waters and drainage, but excludes sewage and industrial wastes other than unpolluted cooling water, etc.

Storm Drainage System - See Drainage System.

Surcharge - Shall mean a charge added to the normal user charge when the BOD, TSS, TKN, or other pollutant concentrations from a user exceeds the range of concentration of these pollutants in normal domestic sewage.

Suspended Solids - Shall mean solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are removable by the standard laboratory filtering.

Threshold Odor Number - Shall mean the ratio of dilution of the sample of wastewater with odor free water at which odor is just detectable.

Total Kjeldhal Nitrogen - Shall mean the total of organic and ammonia nitrogen in water, wastewater, or other liquids.

Unsanitary - Shall mean contrary to sanitary principles, injurious to health.

User Charge - Shall mean the fee which is levied in a proportional and adequate manner for the cost of operation, maintenance, and replacement of the wastewater treatment and collection systems.

Wastewater - Shall mean the liquid and water borne industrial or domestic wastes which are discharged from dwellings, commercial buildings, industrial facilities, and institutions, together with any ground water, surface water, and storm water that may be adventitiously present.

Wastewater System - Shall mean the transport and treatment of wastewaters from individual homes or buildings at a facility to remove pollutants, and to dispose, recycle, or reuse the treated wastewaters and residues which result from the treatment process.

Wastewater - Shall mean a channel in which a flow of water occurs, either continuously or intermittently.

Water Use - Shall mean that quantity of water delivered to each individual account determined by water meter readings.

Other Terms - Terms not otherwise defined herein shall be as adopted in the latest edition of Standard Methods for the Examination of Water and Wastewater.

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published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

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5.A.6.b

Exhibit "D"

Port Bienville Industrial Park Covenants

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

REVISED BOOK 34 PAGE 593

PROTECTIVE COVENANTS FOR THE
REGULATION OF THE SALE, LEASE AND USE OF
INDUSTRIAL LANDS OWNED AND PROPOSED FOR
DEVELOPMENT BY HANCOCK COUNTY, MISSISSIPPI
FOR
PORT BIENVILLE INDUSTRIAL PARK

THESE COVENANTS SHALL APPLY TO ALL SUBSEQUENT ACQUISITIONS
BY THE HANCOCK COUNTY PORT AND HARBOR COMMISSION.

For the purpose indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604 (c).

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ARTICLE I

PURPOSE

Book Z-4 page 595

SECTION 100: PURPOSE

The purpose of the covenants contained herein is to govern the types of uses within the various industrial areas in order to protect industrial occupants against nuisances created by undesirable neighbors. This governing of use is primarily accomplished by the requirement of conforming to certain performance standards based on measurable external nuisances; (i.e., smoke, noise, water, air pollution, et cetera,) and good engineering practices.

SECTION 101: DURATION OF COVENANTS

Covenants shall be effective until January 1, 1990, unless 50 per cent of the property owners petition for a change or changes; however, the Hancock County Port and Harbor Commission and the Hancock County Board of Supervisors reserve the right to modify and amend said covenants and/or to suspend applicability of same. The covenants shall be subject to review and revision each decade thereafter. The voting percentage of property owners shall be determined on the basis of employment in the Port Bienville Industrial Park.

Page 1

Book Z-4 page 596

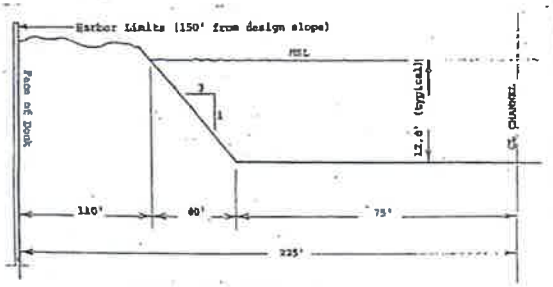
ARTICLE II - PROTECTIVE COVENANTS

SECTION 200: INDUSTRIAL ACTIVITIES

The industrial activity occupying any site or sites having one or more side with or adjacent to any harbor line shall be integrated to water transportation in accordance with the terms and provisions of such assurances of local cooperation as may have been given by virtue of Chapter 314, Laws of 1938; Chapter 358, Laws of 1940; Chapter 424, Laws of 1946; or Chapter 183, Laws of 1956, General Laws of Mississippi.

SECTION 201- HARBOR LIMITS

No wharf, dock, pier, terminal or other structure or facility will be constructed within the harbor limits as established, without the prior consent and approval of the Hancock County Port and Harbor Commission and the Hancock County Board of Supervisors. (SEE EXHIBIT A)



TYPICAL CROSS SECTION of CHANNEL
EXHIBIT "A"
(Not to Scale)

Page 2

SECTION 202: EMPLOYMENT Book 34 Page 597

Industries locating within any of the harbor and industrial areas shown on the attached map entitled " Subdivision Plat for Port Stennis Industrial Park ". (Exhibit B; Attached), shall agree to employ a minimum of 3 persons per one (1) acre of land, whether leased or purchased, and such number of persons shall be employed within 18 months from the initiation of construction of the industry. The said minimum employment per acre is subject to adjustment.

SECTION 203: RESIDENTIAL USE

Detached building only for the use of watchmen or caretakers will be permitted; however, temporary lodging for employees and guests will be permitted with the prior written permission of the Hancock County Port and Harbor Commission.

SECTION 204: FIXED PLANT INVESTMENT

A minimum of $5,000.00 per acre, leased or purchased, shall be expended for fixed plant equipment and facilities and such fixed plant equipment and facilities shall be erected, constructed and/or installed within 18 months subsequent to the effective date of the lease agreement or purchase as applicable.

SECTION 205: OPTION TO LEASE OR PURCHASE PROPERTY

A ninety (90) day option to lease may be granted upon advance payment by lessee of an amount equivalent to 10% of the fair market value of the land. A ninety (90) day option to purchase may be granted upon advance payment of an amount equivalent to 10% per annum of the proposed purchase price. Said monies to be deposited with the Commission, shall be applied to the purchase price or lease upon consummation of sale. Should the option not be exercised then the option payment shall be forfeited to the Commission.

SECTION 206: APPROVAL OF PLANS AND SPECIFICATIONS Book 34 Page 598

Seller or lessor reserves the right to approve the architectural and engineering plans for the structures as well as the site plans to insure compliance with these covenants and designated building codes. No construction, or modifications for existing construction, shall be allowed to proceed prior to this approval. All plans and specifications shall be prepared under the direction of a professional engineer and/or architect registered in the State of Mississippi and shall bear his seal. Published codes to be complied with in the design shall be:

Southern Building Code
Southern Plumbing Code
Southern Gas Code
National Electric Code
Flammable and Combustible Liquids Code
A.R.E.A. Standards for Spur Tracks

and any other published codes pertinent to a particular industry, and approval obtained from the Mississippi Air and Water Pollution Control Commission and Environmental Protection Agency. The Hancock County Port and Harbor Commission does not assume any responsibility for assuring compliance of plan and specification with the applicable codes and regulations.

SECTION 207: COMMENCEMENT OF CONSTRUCTION

Purchaser or Lessee of a site shall commence building within 6 months from the date of purchase or lease. In the event construction has not been started seller or lessor shall have the privilege of requiring the land at the end of 6 month period at the original sale or lease price excluding any interest and less $1,500.00 per acre (cost of land release from Economic Development Administration).

SECTION 208: WASTE DISPOSAL

Book 34 page 599

A. INDUSTRIAL WASTE DISPOSAL

All purchasers or lessees shall provide treatment of waste such that pollution of interstate and coastal waters is prevented. Such treatment shall conform to the requirements of Regulation I-67 Water Quality Criteria for Interstate and Coastal Waters as determined by the Mississippi Air and Water Pollution Control Commission.

B. Liquid Waste Disposal

Services for sanitary waste disposal shall be provided by the Commission to a point in existing or proposed utilities right-of-way and at a rate as may be established by the Commission.

C. Solid Waste Disposal - Flammable Materials

Flammable materials can be disposed of by incinerators approved by the Mississippi Air and Water Pollution Control Commission and by the Environmental Protection Agency.

D. SOLID WASTE DISPOSAL - NON-FLAMMABLE

Certain particular areas on site shall be designated for disposal of certain types of solid waste with the approval of the Director of the Commission or his designated agent. Types of solid waste not approved by the Director for on-site disposal shall be removed to a public disposal site established by the Hancock County Board of Supervisors.

SECTION 209: AIR POLLUTION

Odor, smoke, and dust including solid or liquid particles that may contaminate the air shall be controlled under standards as established by the Mississippi Air and Water Pollution Control Commission and the Environmental Protection Agency.

SECTION 210: OFF-STREET PARKING

Book 34 page 600

Minimum off-street parking facilities for the storage and parking of motor vehicles for use of occupants, employees and patrons of the buildings hereinafter erected, altered or extended after the effective date of sale or lease shall be as follows:

1. Parking in relation to personnel:

   One space for each 1 and 1/2 plant employees.
   One space for each managerial personnel.
   One visitor parking place for each 10 managerial personnel.

2. It shall be the responsibility of the property owner or lessee to extend driveways or roads to existing edges of public streets or roads abutting the property at no expense to grantors, or lessors, even though part of this construction may be within the street or road right-of-way.

3. On-street parking on Public Roads or Right-of Ways is Prohibited.

SECTION 211: SIGNS

Only signs pertaining to the owner's or tenants business may be erected on the property. No sign may be erected within 25 feet of any existing or proposed road or railroad right-of way line except small directional or regulatory signs such as (entrance, stop, employment office, etc.). Erection of larger than 4' x 8' must receive approval of the Port and Harbor Commission.

SECTION 212: BUILDING SET-BACKS

Front set-back on all buildings shall be a minimum of 50 feet from the front property line bordering on any street. Buildings set back from adjoining property line shall be a minimum of 25 feet, so that access to rear of building can be maintained for fire protection and other reasons. The first 50 feet should be maintained for a green area or for parking space.

SECTION 213: PROPERTY MAINTENANCE

The owner and/or lessee shall maintain lots and property in an orderly manner. Failure to maintain property may result in the Hancock County Port

Book 37 page 601

and Harbor Commission providing maintenance and assessing costs to owner or lessee.

SECTION 214: TERMINATION OF LEASE

Lessee shall be allowed a period of time for removal of any property not considered a fixture under the laws of the State of Mississippi not to exceed 90 days from the date of termination.

SECTION 215: LAND RECOVERY CLAUSE

In the event of violation of any section of the covenants herein contained, the seller or lessor shall have privilege of reacquiring the land at the end of a 6 month period from the date of the original sale at the original sale price excluding any interest and less $1500.00 per acre (cost of land from Economic Development Administration). In the event the land is leased, the lessee shall forfeit all lease payments to the lessor.

SECTION 216: ENFORCEMENT OF RESTRICTIONS

Enforcement of these restrictions may be either by injunction or by action at law for damages, but no such litigation may be maintained by any person other than the grantor.

SECTION 217: INVALIDATION

Invalidation of any of the foregoing conditions, restrictions or covenants by a court or competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

Page 7

ARTICLE III

SERVICES AND UTILITIES

Book 37 page 602

SECTION 300: ELECTRIC

Electric service is provided on-site. Any connections to this service or information required by tenant shall receive full information by contacting: Coast Electric Association, (601-467-6535, P.O. Drawer 311, Bay St. Louis, Mississippi, 39520).

SECTION 301: GAS

Suppliers of liquified petroleum gas are available in the area. Negotiations are being conducted with gas suppliers to furnish natural gas on the site.

SECTION 302: TELEPHONES

Telephones are acquired through the Pearlington Exchange and service may be arranged through the business office of South Central Bell (467-9011).

SECTION 303 : WATER

Water shall be supplied through the existing water system to purchasers at the rates established by the Commission. The Commission shall have the right to revise any rates at its discretion. It shall be the responsibility of the purchaser to tie into Commission supplied water mains in the existing or proposed utility right-of-way. The purchaser is required to purchase and install a water meter at his own expense. Meter shall become the property of the Hancock County Port and Harbor Commission and be serviced by and maintained by the Hancock County Port and Harbor Commission. Private water wells shall be prohibited without prior written approval of the Commission.

SECTION 304: SANITARY SEWERAGE

It shall be the responsibility of the purchaser to tie into Commission supplied sewerage systems in the existing or proposed utilities right-of ways.

Page 8

SECTION 304: SANITARY SEWERAGE

Upon prior approval small quantities of certain liquid industrial waste and waste waters may be injected into the sanitary sewerage system. Such non sanitary waste may be subject to primary treatment prior to injection to sanitary sewerage system.

SECTION 305: RAIL SERVICE

It shall be the purchasers or lessees responsibility to make their own spur track connections to the existing tracks. Spurs shall be designed and constructed using American Railroad Engineers Association specifications. Switching charges shall be published in the Port Bienville Tariff # 2 and approved by the Interstate Commerce Commission. Freight rates shall be governed by Uniform Freight Rate Classification # 10, Interstate Commerce Commission # 8, of J. O. Emerson, T.F.O. and exceptions thereto in Southern Freight Tariff S-2011-Series and approved by the Interstate Commerce Commission.

SECTION 306: STREETS AND ROADS

It shall be the responsibility of the purchaser to construct his own entrance road including culverts and drainage ditches from the edge of the surface of existing or proposed public streets and roads. Construction on County property shall conform to Mississippi Road and Bridge Specifications. (Sketch of Typical X-Section, Attached, See Exhibit "C")

SECTION 307: COMMISSION SUPPLIED SERVICES

An equitable assessment shall be made to each purchaser or lessee for maintenance to roads and streets, security patrol services and fire protection services. Commission to supply patrol services for the Port Bienville Industrial Park Area. Industries will furnish their own in-plant security patrol.

ARTICLE IV

PUBLIC AREAS

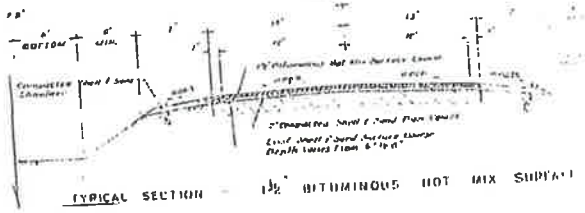
SECTION 400: WATERWAYS

Rules and regulations governing the waterways shall be those of the United States Coast Guard and defined as Rules of the Road for Inland Waterways, printed by the Superintendent of Documents, Government Printing Office, Washington, D. C.

SECTION 401: PUBLIC DOCKS AND WAREHOUSE

Use of Public Docks and Warehouse shall be defined in Tariff # 1, Charges, Rules and Regulations Public Docks, Port Bienville, published by the Hancock County Port and Harbor Commission, Hancock County, Mississippi.

(EXHIBIT "C")

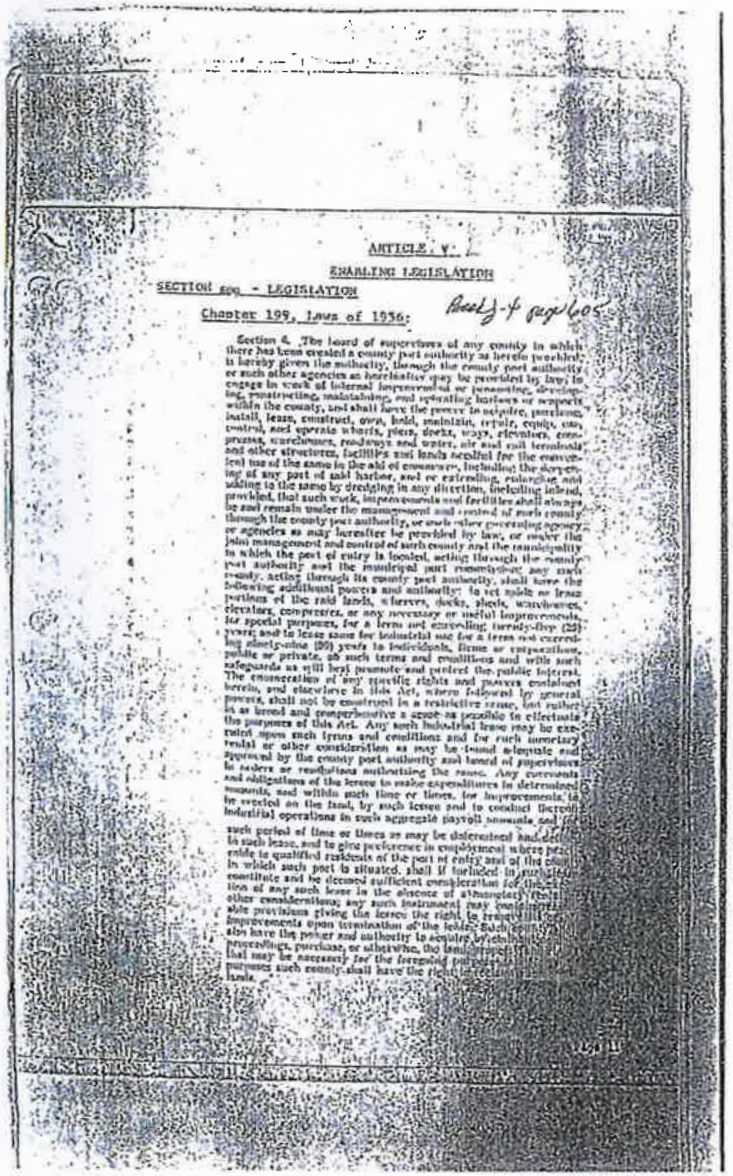


TYPICAL SECTION - 1½" BITUMINOUS HOT MIX SURFACE

Packet Pg. 238

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

5.A.6.b



ARTICLE V

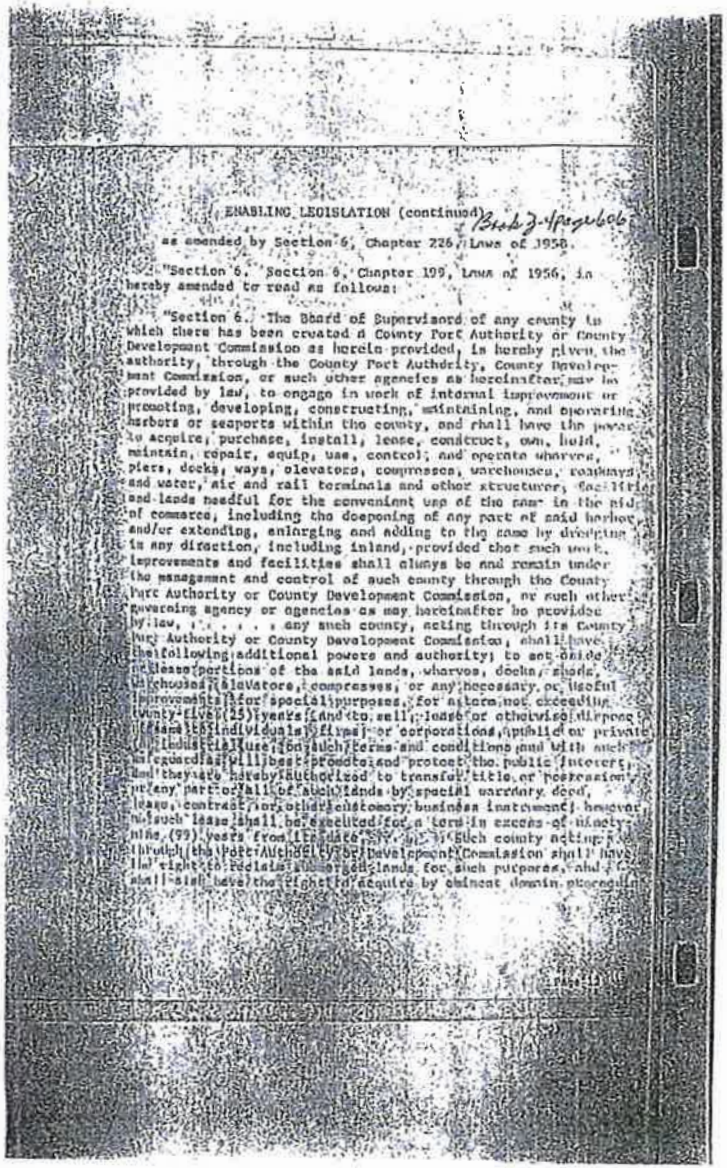
ENABLING LEGISLATION

SECTION 500 - LEGISLATION

Chapter 199, Laws of 1956:

Book 3-4 page 605

Section 6. The board of supervisors of any county in which there has been created a county port authority as herein provided is hereby given the authority, through the county port authority or such other agencies as hereinafter may be provided by law, to engage in work of internal improvement or promoting, developing, constructing, maintaining, and operating harbors or seaports within the county, and shall have the power to acquire, purchase, install, lease, construct, own, hold, maintain, repair, equip, use, control, and operate wharves, piers, docks, ways, elevators, compresses, warehouses, roadways and water, air and rail terminals and other structures, facilities and lands needful for the convenient use of the same in the aid of commerce, including the deepening of any part of said harbor, and/or extending, enlarging and adding to the same by dredging in any direction, including inland, provided, that such work, improvements and facilities shall always be and remain under the management and control of such county through the county port authority, or such other governing agency or agencies as may hereafter be provided by law, or under the joint management and control of such county and the municipality in which the port of entry is located, acting through the county port authority and the municipal port commission; any such county, acting through its county port authority, shall have the following additional powers and authority: to set aside or lease portions of the said lands, wharves, docks, wharves, elevators, compresses, or any necessary or useful improvements for special purposes, for a term not exceeding twenty-five (25) years and to sell, lease or otherwise dispose of same to individuals, firms or corporations, public or private, for industrial use for a term not exceeding ninety-nine (99) years to individuals, firms or corporations, public or private, on such terms and conditions and with such safeguards as will best promote and protect the public interest. The enumeration of any specific rights and powers contained herein, and elsewhere in this Act, where followed by general powers, shall not be construed in a restrictive sense, but rather as broad and comprehensive a grant as possible to effectuate the purposes of this Act. Any such industrial lease may be executed upon such terms and conditions and for such monetary rental or other consideration as may be found adequate and approved by the county port authority and board of supervisors in orders or resolutions authorizing the same. Any covenants and obligations of the lessee to make expenditures in determined amounts, and within such time or times, for improvements to be erected on the land, by such lessee and to conduct thereon industrial operations in such aggregate payroll amounts and for such period of time or times as may be determined and set forth in such lease, and to give preference in employment where practicable to qualified residents of the port of entry and of the county in which such port is situated, shall if included in such lease constitute and be deemed sufficient consideration for the execution of any such lease in the absence of alternative rental or other considerations; any such instrument may contain appropriate provisions giving the lessee the right to remove such improvements upon termination of the lease. Such county shall also have the power and authority to acquire by condemnation proceedings, purchase, or otherwise, the lands, rights and easements that may be necessary for the foregoing purposes and such county shall have the right to acquire such lands.



ENABLING LEGISLATION (continued)

Book 3-4 page 606

as amended by Section 6, Chapter 226, Laws of 1958.

"Section 6. Section 6, Chapter 199, Laws of 1956, is hereby amended to read as follows:

"Section 6. The Board of Supervisors of any county in which there has been created a County Port Authority or County Development Commission as herein provided, is hereby given the authority, through the County Port Authority, County Development Commission, or such other agencies as hereinafter may be provided by law, to engage in work of internal improvement or promoting, developing, constructing, maintaining, and operating harbors or seaports within the county, and shall have the power to acquire, purchase, install, lease, construct, own, hold, maintain, repair, equip, use, control, and operate wharves, piers, docks, ways, elevators, compresses, warehouses, roadways and water, air and rail terminals and other structures, facilities and lands needful for the convenient use of the same in the aid of commerce, including the deepening of any part of said harbor, and/or extending, enlarging and adding to the same by dredging in any direction, including inland, provided that such work, improvements and facilities shall always be and remain under the management and control of such county through the County Port Authority or County Development Commission, or such other governing agency or agencies as may hereinafter be provided by law, ... any such county, acting through its County Port Authority or County Development Commission, shall have the following additional powers and authority: to set aside or lease portions of the said lands, wharves, docks, wharves, elevators, compresses, or any necessary or useful improvements for special purposes, for a term not exceeding twenty-five (25) years and to sell, lease or otherwise dispose of same to individuals, firms or corporations, public or private, for industrial use for such terms and conditions and with such safeguards as will best promote and protect the public interest, and they are hereby authorized to transfer title or possession of any part or all of such lands by special warranty deed, lease, contract, or other customary business instrument; however, no such lease shall be executed for a term in excess of ninety-nine (99) years from its date. . . . . Such county acting through the Port Authority or Development Commission shall have the right to reclaim the aforesaid lands for such purposes, and shall also have the right to acquire by eminent domain proceedings

Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to

Book 74 page 607

purchase, or otherwise, the land, property and rights that may be necessary for the foregoing purposes. In the exercise of eminent domain the county, acting through the Port Authority or Development Commission, shall have all power and authority vested in persons or corporations having the right of eminent domain by Chapter 3, Title 12, Code of 1942, and all other statutes pertinent thereto."

Section 4, Chapter 393, Laws of 1962

Section 4. "Such county port and harbor commission shall have the powers and duties vested in the county port authority or the county development commission by chapter 199, Laws of 1956, as amended and supplemented. Provided, however, that no county in which a county port and harbor commission has been created, as provided in this act, shall be entitled to receive any portion of the state ad valorem tax made available for port improvement purposes under the provisions of house bill 240, enacted at the 1962 regular session of the legislature, unless and until such county has made application to the Commission of Budget and Accounting of the State of Mississippi, created by chapter 24, extraordinary session of 1955, being section 9101-01, Mississippi Code of 1942, Recompiled, and such commission shall first adjudicate and determine the feasibility of the project for which application for such funds is made, as provided in section 2 of house bill 240, enacted at the 1962 regular session of the legislature. Provided, however, that no such application shall be submitted to the commission of budget and accounting by any such county prior to July 1, 1963."

Section 5. "This act shall take effect and be in force from and after its passage."

Approved June 1, 1962.

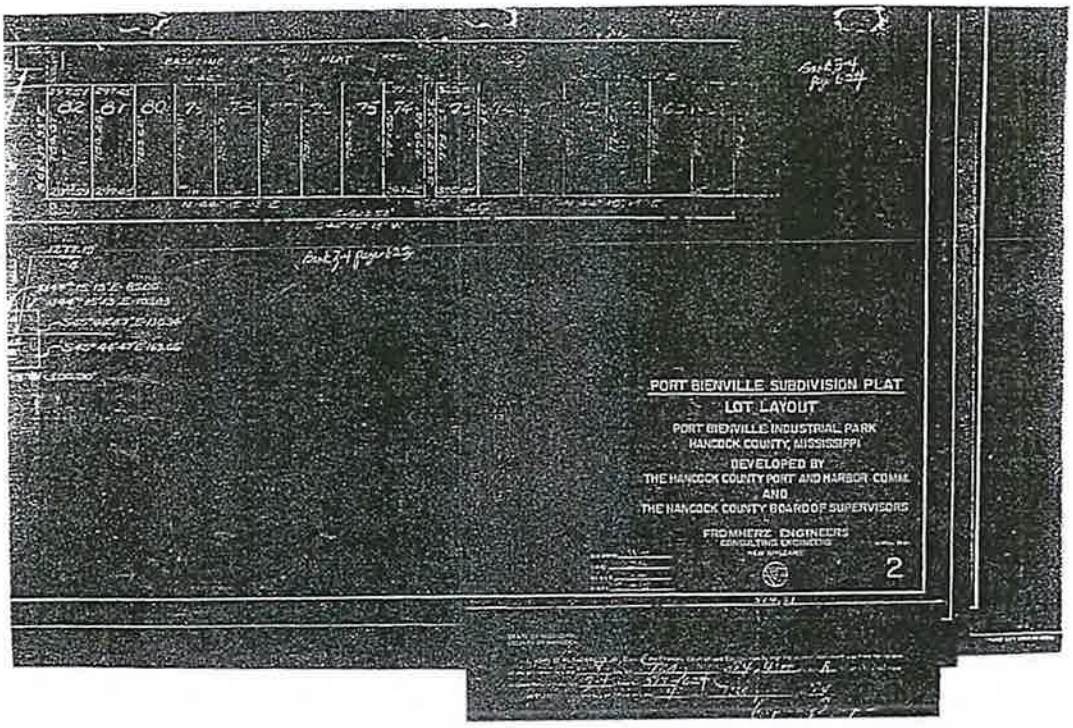
ATTORNEY SHEET

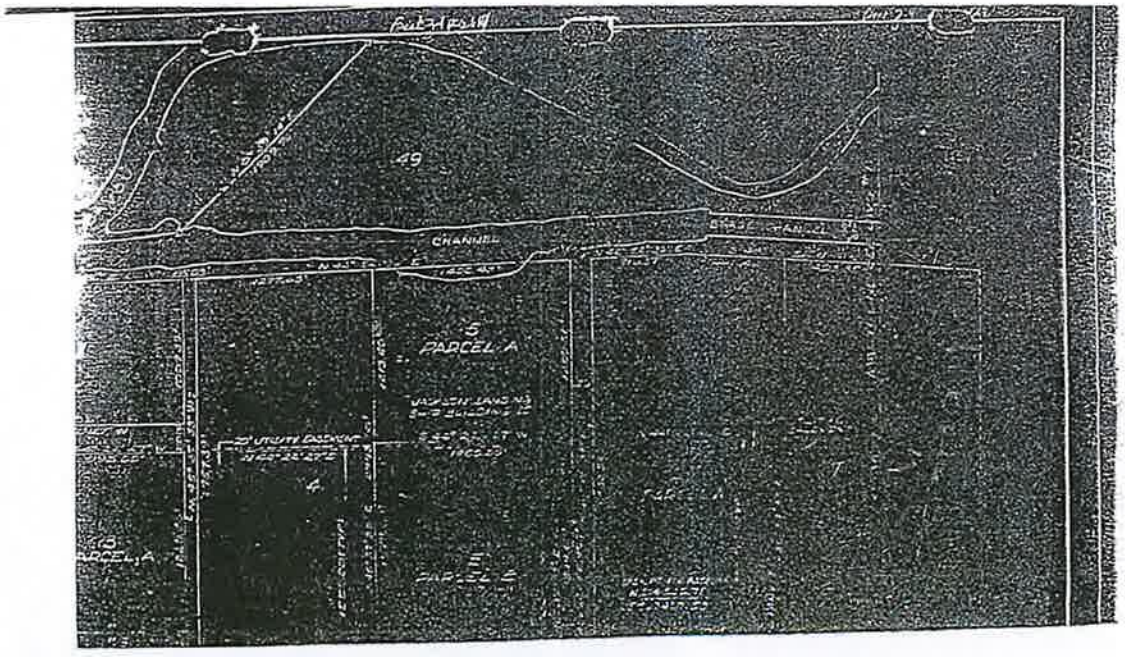
Book 74 page 608

Appendix A : SCHEDULE OF AMENDMENTS

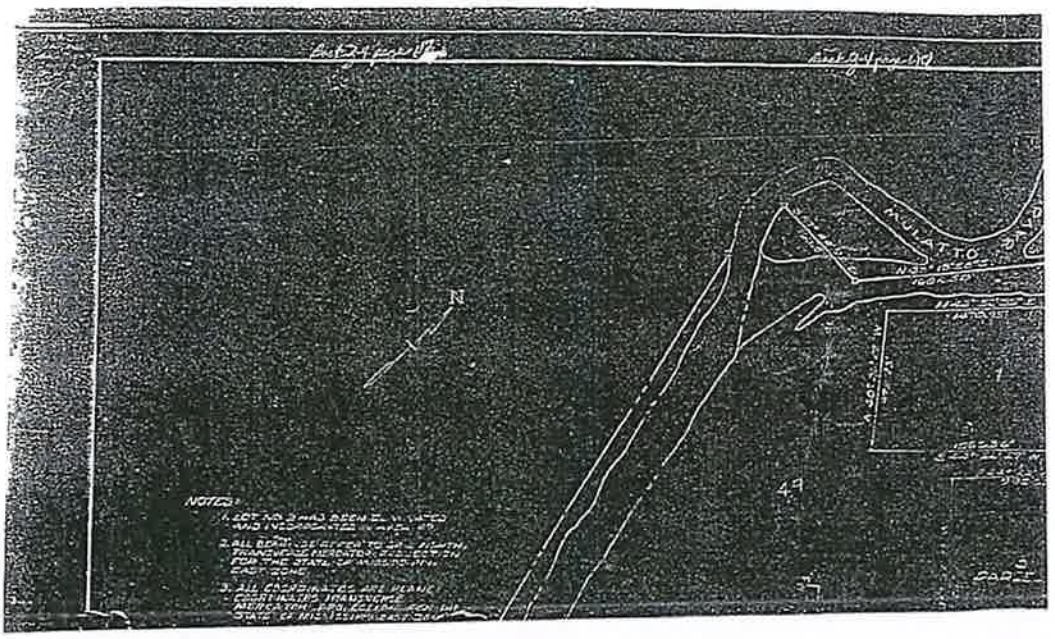
Original	Article	Section	Page	Approved Commission	
Amendment No. 1					
Appendix B :	LIST OF AGREEMENTS				
	ARTICLE	SECTION	PAGE	APPROVED COMMISSION	

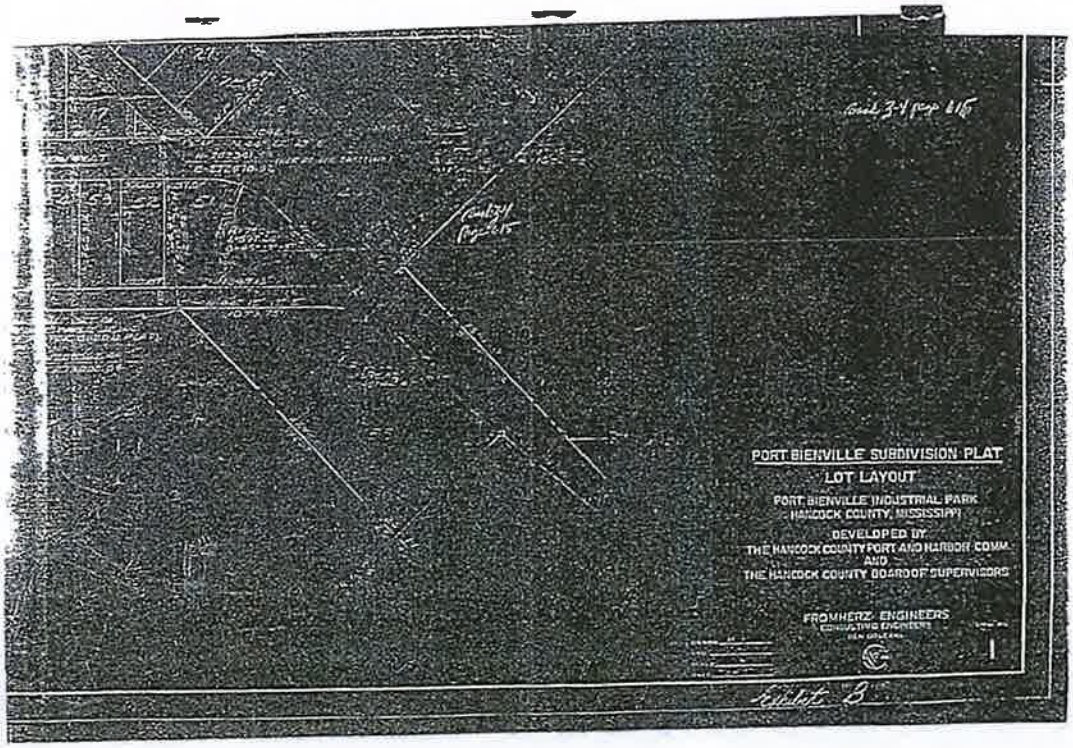
Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,





Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,





Attachment: Resolution# 20220613-11, Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II,

The Andersons, Inc.
1947 Briarfield Boulevard • Maumee, Ohio, 43537 • (419) 893-5050

ESTOPPEL CERTIFICATE

June 22, 2022

VIA E-MAIL (slafontaine@hcphc.ms)

Hancock County Board of Supervisors, and
Hancock County Port and Harbor Commission
P.O. Box 2267
Bay St. Louis, MS 39521
Attn: Shane LaFontaine

Dear Shane:

At the request of The Andersons, Inc. ("The Andersons"), made in connection with the asset purchase agreement that The Andersons have entered into with Cathcart AcquisitionCo II LLC ("Buyer"), and Cathcart Rail, LLC ("Parent"), pursuant to which The Andersons will sell the assets of its railcar repair business and its interest in the Lease (as hereinafter defined) to Buyer (the "Transaction"), the Landlord (as hereinafter defined) hereby certifies to The Andersons, Parent and Buyer as follows:

1. Hancock County Board of Supervisors, and Hancock County Board of Supervisors and its Portland Harbor Commission (the "Landlord") is the Landlord under the Railcar Facility Lease Agreement (as amended, modified and supplmented the "Lease"), dated December 1, 2014 by and between The Andersons and the Landlord, for the property commonly known as the "Railcar Wash Facility" including the building and railroad tracks leading thereto commonly known as The Carwash Track 1, Track 2, and Track 3, the Carwash Spur and the Carwash Run-a-round track (the "Premises"). The Lease has not been amended, modified, or supplemented except by the following documents: None. The Lease attached hereto as **Exhibit A** is true and complete, contains the entire agreement between The Andersons and the Landlord, is in full force and effect and has not be assigned by the Landlord. To the best of the Landlord's knowledge, The Andersons have not assigned the Lease or sublet all or any portion of the Premises except by the following documents: None (if none, write "None" or leave blank, in which case the response will be deemed to be "None").

2. To the best of Landlord's knowledge, neither The Andersons nor the Landlord are in default under the Lease, and no condition exists which, with the giving of notice or the passing of time, or both, would constitute a default by The Andersons or the Landlord under the Lease, except: None (if none, write "None" or leave blank, in which case the response will be deemed to be "None").

3. The notice address for the Landlord and the address to pay rent to Landlord that is set forth above is correct or should be corrected as follows: same as above.

Attachment: Estoppel Certificate - Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II, LLC -

4. No actions are pending against the Landlord under the bankruptcy laws of the United States, including any assignment for the benefit of creditors or any petition seeking reorganization.

5. The Lease commenced on January 1, 2015 and subject to The Andersons' right to extend as set forth in the Lease, if any, expires on December 31, 2022, unless sooner terminated pursuant to the terms of the Lease.

6. The Andersons are the tenant under the Lease and are now in possession of the Premises and are paying the rent pursuant to the provisions of the Lease. The monthly base rent payable under the Lease is $9,000.00. The fixed minimum monthly rent and all additional rent and other charges required to be paid under the Lease have been paid for the period up to and including the following date: June 30, 2022.

7. The security deposit being held by the Landlord under the Lease is $3,000.00.

As a reminder, the content of this Estoppel Certificate and the identity of Buyer and Parent is confidential information and should not be discussed with or disclosed to third parties. Notwithstanding the foregoing, Buyer and Parent and their respective lenders, investors, partners, accountants, successors and assigns are premitted to rely on the certifications set forth herein.

Please countersign in the signature blank provided on the following page and return a .PDF copy to me via email at Joe_McNeely@andersonsinc.com as soon as possible. If the Transaction does not close, this Estoppel Certificate will be null and void and of no effect. Please let me know if you have any questions.

Sincerely,

Joseph E. McNeely
President, Nutrient & Industrial Group
The Andersons, Inc.

[*Signature Page To Follow*]

Attachment: Estoppel Certificate - Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II, LLC -

If Landlord is a corporation or other entity, the undersigned signatory is a duly appointed officer or other authorized signatory of such entity and has the authority to bind the Landlord. Effective as of the date written below, the undersigned signatory hereby certifies the information described above on behalf of the Landlord, and acknowledges and agrees that the Lease shall remain in full force and effect following the closing of the Transaction.

LANDLORD:

Hancock County Board of Supervisors
By: Hancock County Board of Supervisors
Name: Scotty Ade
Title: Board President
Date: 7-5-2022

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Hancock County Port and Harbor Commission
By: William P. Cotter
Name: William P. Cotter
Title: CEO
Date: 07-05-2022

Attachment: Estoppel Certificate - Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II, LLC -

Exhibit A

Lease

(See Attached)

Unknown document property name.

Attachment: Estoppel Certificate - Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II, LLC -

Bridgette Jones

From: Allison Hess
Sent: Thursday, June 23, 2022 9:59 AM
To: Bridgette Jones
Cc: Bill Cotter; Blaine LaFontaine
Subject: FW: ANDE/Cathcart - Estoppel Certificate for Hancock County
Attachments: Hancock County Port and Harbor Commission - Estoppel Certificate v2.docx

It is still not signed. The address has not been corrected, however they did add the date.
What do you want to do with it? Do you want it sent to Balch and Bingham like this?
Allison

Allison Hess
Administrative Assistant
14054 Fred & Al Key Road | Kiln, MS 39556
Ofc: 228- 467-9231 ext. 10
AHess@hcphc.ms
www.portairspace.com
Economic Development | Port Bienville
Port Bienville Railroad | Stennis International Airport
Like Us on Facebook

From: David Nahass <dnahass@railfin.com>
Sent: Wednesday, June 22, 2022 10:50 PM
To: Allison Hess <ahess@hcphc.ms>
Cc: Bill Cotter <bcotter@hcphc.ms>; Bridgette Jones <bjones@hcphc.ms>; Blaine LaFontaine <BLaFontaine@hcphc.ms>
Subject: ANDE/Cathcart - Estoppel Certificate for Hancock County

Hi Alison,
Sorry for not getting this to you earlier. Attached is the estoppel. It assumes that rent has been paid to cover the month ending 6/30/22 (paragraph 6). A copy of the lease needs to be attached as Exhibit A to the certificate. I can send that to you, if you need it.
Should you or your attorney have any questions regarding the attached, please reach out to me. Thanks again for your help.
Regards,
David Nahass
David Nahass

Railroad Financial Corporation
312-222-1383 - office
312-543-1927 - mobile
dnahass@railfin.com
www.railroadfinancial.com

Attachment: Estoppel Certificate - Assignment of The Andersons Railcar Facility Lease Agreement to Cathcart Acquisitions Company II, LLC -

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 13, 2022
To:	Port & Harbor Commission
From:	Chanse Watson,
Subject:	RESOLUTION# 20220613-08
	RESOLUTION ACCEPTING AND SPREADING ON THE MINUTES MULTIPLE T-HANGAR LEASES UPDATED TO REFLECT FAA COMPLIANCE LANGUAGE AS WELL AS AIRCRAFT INSURANCE REQUIREMENTS

ATTACHED:
June 2022 T-Hangar Summary
2022 T-Hangar Lease

Attachment: Resolution# 20220613-08 T-Hangar leases (10979 : Accept T-Hangar Lease Spaces Nos.9,13,15 at Stennis International Airport.)

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220613-08

RESOLUTION ACCEPTING AND SPREADING ON THE MINUTES MULTIPLE T-HANGAR LEASES UPDATED TO REFLECT FAA COMPLIANCE LANGUAGE AS WELL AS AIRCRAFT INSURANCE REQUIREMENTS

WHEREAS, by Resolution 20211025-03, the Hancock County Port & Harbor Commission adopted its Finance and Risk Management Policy which, among other things, authorized the Chief Executive Officer to execute T-Hangar Leases, provided that the leases are subsequently spread on the minutes;

WHEREAS, staff updated the lease agreements to reference to compliance with Airport Rules and Regulations and appropriate grant assurances as well as imposing a requirement to provide respective aircraft liability insurance documentation;

WHEREAS the Chief Executive Officer, William Cotter, executed updated Lease Agreements for T-Hangar Space No. 9, 13, and 15 at Stennis International Airport;

NOW THEREFORE BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby ratifies and spreads on the minutes the lease of T-Hangar Space No. 9, 13, and 15 located at Stennis International Airport.

RESULT:	**CARRIED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Aline Ward, Commissioner
SECONDER:	Michael Bennett, Secretary
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTACHED:
June 2022 T-Hangar Summary
2022 T-Hangar Lease

Attachment: Resolution# 20220613-08 T-Hangar leases (10979 : Accept T-Hangar Lease Spaces Nos.9,13,15 at Stennis International Airport.)

ATTEST:

Michael Bennett,Secretary

ATTACHED:
June 2022 T-Hangar Summary
2022 T-Hangar Lease

Attachment: Resolution# 20220613-08 T-Hangar leases (10979 : Accept T-Hangar Lease Spaces Nos.9,13,15 at Stennis International Airport.)

LEASE SUMMARY
Stennis International Airport (HSA)
T-Hangar Units

Primary Term: Month-to-Month

Rate: $375/month (Published Rates and Charges)

Summary of Changes: Added verbiage to require aircraft liability insurance policy information including listing HCPHC and Stennis International Airport as additional insured and a waiver of subrogation in the favor of HCPHC and Stennis International Airport. Also included compliance with Rules and Regulations and applicable grant assurances.

T-Hangar Unit Leases Executed:

T-Hangar #2: Bobby Lamb
T-Hangar #4: Freeman Holdings of MS
T-Hangar #5: Shawn Botts
T-Hangar #6: Jerry Garrison
T-Hangar #7: Anthony Jackson
T-Hangar #8: Baron Lake, LLC
T-Hangar #9: Baron Lake, LLC
T-Hangar #10: Raymond Schmitt
T-Hangar #11: Charles Miller
T-Hangar #12: EAA (Facility Agreement)
T-Hangar #13: MS Columbia (Transient)
T-Hangar #14: Dana Munns
T-Hangar #15: MS Columbia (Transient)
T-Hangar #16: Ed Markle
T-Hangar #17: Pierre Willems
T-Hangar #18: Gulf Coast Aviation
T-Hangar #19: Cool Breeze Aviation
T-Hangar #20: Ernest Burdette
T-Hangar #21: Scott Favre
T-Hangar #22: Jared Robertson
T-Hangar #23: Michael Saladino
T-Hangar #24: RFB Flying Services LLC

T-Hangar Leases Pending:

T-Hangar #1: USAF (pending alt location)
T-Hangar #3: Navy (government format)

Attachment: Resolution# 20220613-08 T-Hangar leases (10979 : Accept T-Hangar Lease Spaces Nos.9,13,15 at Stennis International Airport.)

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

STENNIS INTERNATIONAL AIRPORT
T-HANGAR LEASE AGREEMENT

THIS T-HANGAR LEASE AGREEMENT made and entered into this, the_____ day of_____, 2022, by and between the **HANCOCK COUNTY PORT AND HARBOR COMMISSION**, hereinafter named "LESSOR", and _____, hereinafter termed "LESSEE", WITNESSETH:

FOR AND IN CONSIDERATION of the rents, covenants and agreements hereinafter contained, LESSOR does hereby rent and lease unto LESSEE the following:

1. **PREMISES:** LESSOR does hereby lease and let to LESSEE, _____ No._____, located at Stennis International Airport, Hancock County, Mississippi, together with reasonably necessary rights of access.LESSEE has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERM:** The term of this Agreement shall be on a month-to-month basis, with the term to begin on the First day of_____, 2022, and each month thereafter, until either party gives notice of termination or default by LESSEE. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent toterminate this Agreement, regardless of breach or compliance of either party.

3. **LOCKS:** Upon execution of a storage space agreement, LESSEE will be provided with two (2) keys. Should either of these keys be lost or stolen, LESSEE will notify LESSOR and a new lock and replacement keys will be provided to the LESSEE, at cost. Should a new or existing LESSEE request the re-keying of an existing lock, the LESSEE will notify LESSOR of this request. LESSEE will be billed for any rekeying charge.

4. **RENT:** LESSEE shall pay the first and last month's rent, in advance of occupancy. LESSEE shall pay, as rent for the use of the described T- Hangar, the amount of $375 , per month in advance on the First day of each month thereafter, and a like amount shall be due and owing on the same day of each month thereafter. Payment may be made by auto draft, which may be enrolled in by completing the ACH authorizationform provided by Lessor. Payment may also be made by check addressed to

Attachment: Resolution# 20220613-08 T-Hangar leases (10979 : Accept T-Hangar Lease Spaces Nos.9,13,15 at Stennis International Airport.)

the Hancock County Port & Harbor Commission and delivered by mail or in person to 14054 Fred & Al Key Road, Kiln, MS 39556. A $10 per month convenience fee will be charged for all payments made by check rather than auto draft. A $35.00 monthly late fee will be assessed to any rents not received by the fifth (5th) day of any month. Failure to pay any rent due after thirty (30) days will result in lock out.

5. **REPAIR AND MAINTENANCE:** LESSOR shall be responsible for timely repairs, replacements and maintenance of the building structure, foundation, exterior walls and roof. LESSEE shall be responsible and liable for any damage to the Hangar caused by LESSEE's use of the Hangar, including but not limited to, bent or broken interior walls, damage to floors due to fuel and oil spillage, door damage due to the LESSEE's improper or negligent operation. No alterations, modifications or additions to the Hangar shall be made by LESSEE without the prior written permission of LESSOR. In the event repairs or maintenance (not required as a result of acts or omissions of Lessee) require Lessee to vacate the T-Hangar, rent shall be abated for each day Lessee is unable to utilize the T-Hangar, with such abatement credited to the subsequent month's rent.

6. **USE OF PREMSIES:** The hangar hereby leased shall be used only for the storage of aircraft or aircraft related parts pursuant to FAA regulations or items approved by the Airport Director, owned or leased by LESSEE. Lessee shall inform the Lessor of the specific aircraft to be stored in the hangar and no change of aircraft stored in the T-Hangar will be made without notification to the Lessor. No maintenance of any aircraft shall be conducted in the Hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic and an annual or 100-hour inspection performed by a FAA certified aircraft mechanic. In the event any gasoline, oil, or other fluid is drained from the aircraft, such fluids shall be drained into proper and approved containers and disposed of off site, at Lessee's expense and in accordance with and pursuant to all applicable laws, rules and regulations of all federal, state, and local agencies.

LESSEE further agrees that no commercial aviation activities shall be conducted at Stennis International Airport without the express written permission of the LESSOR and appropriate insurance on file in accordance with this Agreement. **"Commercial Aviation activities"** includes, but is not limited to, aircraft rental, charter, aircraft leasing, flight instruction, aerial survey, and aerial photography, etc. The storage of fuel or other flammable materials in the Hangar is strictly prohibited. LESSEE is responsible to ensure that aircraft are not refueled in T-Hangar. The LESSEE shall not engage in any illegal activity and shall abide by all Federal, State and FAA regulations.

Attachment: Resolution# 20220613-08 T-Hangar leases (10979 : Accept T-Hangar Lease Spaces Nos.9,13,15 at Stennis International Airport.)

7. **RULES AND REGULATIONS:** By using Stennis International Airport & Airpark facilities, the LESSOR consents to the terms and conditions of both the Rules and Regulations, Minimum Standards, and all applicable local, state, and federal laws. Refusal or failure to comply with the Rules and Regulations and all applicable local, state, and federal laws may result in an order to vacate the Premises or any other order deemed necessary by the Hancock County Port and Harbor Commission in order to enforce these provisions.

8. **SUBORDINATION:** This lease shall be subordinate to the provisions of any existing or future grant assurance made between the Commission and the United States.

9. **RATES AND CHARGES:** Except as noted within this agreement, all rates and charges will be applied according to the Published Rates and Charges schedule adopted via Resolution by the Hancock County Port and Harbor Commission.

10. **INSURANCE:** LESSEE agrees to procure and maintain, at its sole cost and expense during the term of this Agreement, insurance of the type and minimum amounts as follows:

    A. Aircraft Liability Insurance;

    B. Property Insurance sufficient to cover equipment or other personal property located on the premises;

    C. Auto Insurance sufficient to cover all owned, hired, and non-owned vehicles used to access the Premises;

    D. If approved by the LESSOR to conduct commercial operations and/or provide commercial services, Commercial General Liability Insurance (including products completed) covering bodily injury and property damage in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate. Additionally, LESSEE shall maintain Workers Compensation Insurance for its employees and agents, as required by Mississippi Law. The LESSEE acknowledges and agrees that it, its agents and/or its employees are not employees of the LESSOR.

All policies required shall be written on an occurrence basis and shall name the Hancock County Port and Harbor Commission and the Stennis International Airport as additional insured including a waiver of subrogation in favor of the Hancock County Port and Harbor Commission and the Stennis International Airport.

The LESSEE shall furnish to the LESSOR, a certificate(s) of the above referenced insurance coverage so

Attachment: Resolution# 20220613-08 T-Hangar leases (10979 : Accept T-Hangar Lease Spaces Nos.9,13,15 at Stennis International Airport.)

maintained. The LESSEE shall immediately notify the LESSOR of any cancellation of required insurance and the LESSEE shall require its insurance carriers to mail notice of cancellation to the Hancock County Port and Harbor Commission thirty (30) days prior to cancellation.

All referenced insurance policies shall be issued by insurance companies with a current rating by best of no less than A-X (10) and which said companies must also be acceptable to the LESSOR.

Should the LESSEE at any time during the term of this Agreement fail to provide any insurance required herein, the LESSOR may terminate this Agreement upon written notice to the LESSEE.

11. **INDEMNIFICATION:** LESSEE shall keep, protect, and hold harmless, save harmless the State of Mississippi, its political sub-divisions, Hancock County and the Hancock County Port and Harbor Commission, and their employees, agents, servants, board members, commissioners, and executive officers and directors from and against all liabilities, obligations, claims, damages, penalties, causes of action, and expenses (including without limitation, attorneys' fees) arising or occurring during the term of the Agreement or any period during which the COMPANY is occupying the Premises by reason of:

A. Any accident, injury or death of person or loss or damage to property occurring on the Leased Premises, the Stennis International Airport & Airpark property, or arising out of or in any way associated with any activity of the LESSEE, its affiliated persons or corporations, employees or assigns, on the Leased Premises, the Stennis International Airport & Airpark property or otherwise, except to the extent caused by the LESSOR'S sole misconduct;

B. Any failure on the part of the LESSEE to perform or comply with any of the terms of this Agreement;

C. The performance of any labor or services as approved by Airport Director or the furnishing of any materials or other property in respect to the Premises or any part thereof;

D. Any claims for air pollution and/or water pollution or diminution of water quality occurring as result of any release or disposal of petroleum-based products and/or chemicals and/or hazardous substances, which may cause accident, injury, or death of person(s) or loss or damage to property. The LESSEE shall perform any site remediation due to release or disposal of hazardous substances/wastes and/or petroleum-based products onto Premises required by any environmental regulatory entity, including but not limited to EPA, MDEQ and DMR In the case of any action, suit or proceeding brought against the LESSOR by reason of any such occurrence, as set forth in this Agreement, the , upon the LESSOR'S request, will at the LESSEE'S expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by the LESSEE and approved by the LESSOR. The obligation by

Attachment: Resolution# 20220613-08 T-Hangar leases (10979 : Accept T-Hangar Lease Spaces Nos.9,13,15 at Stennis International Airport.)

the LESSEE, as aforesaid, shall survive any termination of this Agreement.

12. **INSPECTION:** LESSOR may enter leased Hangar at reasonable times to inspect the premises.

13. **ASSIGNMENT:** The LESSEE shall not assign, sub-let, mortgage, use as collateral for a loan, or otherwise convey any interest or right in this Agreement, or the Premises, throughout the term of this Agreement, without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. The LESSOR shall have the absolute right to approve any sub-lease, assignment, or any sort of transfer in the Agreement, the Premises. The LESSEE'S failure to obtain prior approval shall be sufficient grounds for termination of this Agreement, as provided hereunder. Any attempt by the LESSEE to act otherwise, shall render this Agreement null and void at the sole option of the LESSOR, and the LESSOR shall become entitled to immediate legal and physical possession of the Premises, including all improvements thereon.

14. **SECURITY:** LESSEE agrees to abide by and cooperate with LESSOR in the enforcement and implementation of all airport security regulations. Security of the Hangar shall be the responsibility of LESSEE. LESSEE agrees to provide LESSOR with a key to any lock or locking device used to secure the Hangar. LESSOR agrees that the key will be used only in case of emergency for inspection of the premises.

15. **UTILITIES:** LESSOR shall provide electricity to Hangar for lights inclusive, at no additional cost to LESSEE. LESSEE shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. LESSEE shall not operate any air conditioners, refrigerators, heaters or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the LESSEE is not present.

16. **SURRENDER OF PREMISES:** Upon expiration of this Agreement for any reason, LESSEE shall peacefully surrender and deliver possession of the leased premises to LESSOR in as good condition and repair as at the inception of this Agreement, normal wear and tear excepted.

17. **GOVERNING LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi.

Attachment: Resolution# 20220613-08 T-Hangar leases (10979 : Accept T-Hangar Lease Spaces Nos.9,13,15 at Stennis International Airport.)

18. **NOTICES:** Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

As to LESSOR: Stennis International Airport
Hancock County Port and Harbor Commission
14054 Fred & Al Key Road
Kiln, MS 39556

As to LESSEE: _____
_____
_____
_____

WITNESS THE SIGNATURES of the parties hereto, this the _____Day of _____, 2022,

LESSOR: HANCOCK COUNTY PORT AND HARBOR COMMISSION

BY: _____
(NAME)

LESSEE:

BY: _____
(NAME)

Attachment: Resolution# 20220613-08 T-Hangar leases (10979 : Accept T-Hangar Lease Spaces Nos.9,13,15 at Stennis International Airport.)

HSA BASED CUSTOMER INFORMATION SHEET

Please complete the following information for our records. Your aircraft information will be incorporated into our Based Aircraft Inventory as required by the FAA as well as provided to Million Air FBO in recognizing you and your aircraft as a based customer. We also require emergency contact information and requested four-digit access codes for access (if granted) – to be solely used by the individual provided.

CUSTOMER INFORMATION

NAME:

ADDRESS:

CITY: **STATE:** **ZIP CODE:**

TELEPHONE: **CELL PHONE:**

EMAIL:

AIRCRAFT INFORMATION

MAKE: **MODEL:**

TAIL #:

HANGAR **TIE-DOWN** No

INCASE OF EMERGENCY, PLEASE CONTACT:

NAME:

TELEPHONE: **CELL PHONE:**

EMAIL:

ACCESS CODE REQUESTED

1st CHOICE:

2nd CHOICE:

2nd CHOICE:

Attachment: Resolution# 20220613-08 T-Hangar leases (10979 : Accept T-Hangar Lease Spaces Nos.9,13,15 at Stennis International Airport.)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 13, 2022
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20220613-07
	ACCEPTING AND SPREADING ON THE MINUTES RENEWAL OF LEASE HSCG82-10-L-8YX005 AT $12,667.70/MONTH AND LEASE HSCG82-19-1-0004 AT $1,524.27/MONTH BY UNITED STATES COAST GUARD FOR PERIOD OF OCTOBER 1, 2021 - SEPTEMBER 30, 2022

ATTACHED:
Coast Guard signed Lease Agreement Warehouse SLA#2 HSCG82-19-1-0004 1 year renewal
SLA#4 HSCG82-10-L-8YX005-signed Coast Guard Warehouse Lease

Attachment: Resolution# 20220613-07 renewal of 2 leases with the United States Coast Guard - acceptance of 1 year extension options (10986 :

Attachment: Resolution# 20220613-07 renewal of 2 leases with the United States Coast Guard - acceptance of 1 year extension options (10986 :

HANCOCK MISSISSIPPI PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20220613-07

ACCEPTING AND SPREADING ON THE MINUTES RENEWAL OF LEASE HSCG82-10-L-8YX005 AT $12,667.70/MONTH AND LEASE HSCG82-19-1-0004 AT $1,524.27/MONTH BY UNITED STATES COAST GUARD FOR PERIOD OF OCTOBER 1, 2021 - SEPTEMBER 30, 2022

WHEREAS, the U.S. Coast Guard (the "USCG") and the Hancock County Port & Harbor Commission ("Commission") executed Lease HSCG82-10-L-8YX005 and HSCG82-19-1-0004 (the "Lease"), effective October 1, 2009, and as amended June 1, 2015, pursuant to which the USCG leases property at Stennis International Airport;

WHEREAS, on June 1, 2022, in accordance with Paragraph 3 of the Lease, the USCG provided a Notice of Exercise to Renew Lease to the Commission, a copy of which is attached hereto and incorporated herein by reference, exercising the USCG's option to renew the Leases and all conditions thereof for Fiscal Year 2022 (October 1, 2021 to September 30, 2022) The government through the U.S. Coast Guard is hereby exercising its options to renew these leases for the period between October 1, 2021 through September 30, 2022. The current rates and charges for improved land is $0.625 per square foot. The total square feet is 29,266. The lease is hereby renewed at a monthly rate of $1,524.27, effective October 1, 2021 and the warehouse lease is renewed at a monthly rate of $12,667.70.;

NOW THEREFORE, BE IT RESOLVED, the Hancock County Port & Harbor Commission hereby accepts and authorizes the Chief Executive Officer of the Hancock County Port & Harbor Commission to execute the Lease Agreements with USCG extending these leases 1 additional year;

RESULT:	**CARRIED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Michael Casano, Commissioner
SECONDER:	David Holman, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

ATTACHED:
Coast Guard signed Lease Agreement Warehouse SLA#2 HSCG82-19-1-0004 1 year renewal SLA#4 HSCG82-10-L-8YX005-signed Coast Guard Warehouse Lease

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Coast Guard signed Lease Agreement Warehouse SLA#2 HSCG82-19-1-0004 1 year renewal
SLA#4 HSCG82-10-L-8YX005-signed Coast Guard Warehouse Lease

Attachment: Resolution# 20220613-07 renewal of 2 leases with the United States Coast Guard - acceptance of 1 year extension options (10986 :

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	
HSCG82-19-1-0004	1	1

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
SLA#2	06/01/2022		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Richard Razabdouski SILC-CEU-M Real Property USCG Civil Engineering Unit Miami 15608 SW 117th Avenue Miami, FL 33177-richard.a.razabdouski@uscg.mil			

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

Hancock County Port and Harbor Commission

14054 Fred & A1 Key Road Kiln, MS 39556

CODE | FACILITY CODE

(X)

☐ 9A. AMENDMENT OF SOLICITATION NUMBER

9B. DATED *(SEE ITEM 11)*

☒ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER

HSCG82-19-1-0004

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 14 U.S.C. 501e
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

The government through the U.S. Coast Guard is hereby exercising its options to renew this lease for the period between October 1, 2021 through September 30, 2022.

The current rates and charges for improved land is $0.625 per square foot. The total square feet is 29,266.

The lease is hereby renewed at a monthly rate of $1,524.27, effective October 1, 2021.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Richard Razabdouski/Real Property CEU-M	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNE
(Signature of person authorized to sign)		RAZABDOUSKI.RICHARD.ALLEN.1204535821 Digitally signed by RAZABDOUSKI.RICHARD.ALLEN.1204535821 Date: 2022.06.06 13:36:00 -04'00' *(Signature of Contracting Officer)*	6/6/2022

Previous edition unusable

STANDARD FORM 30 (REV. 11/20

Prescribed by GSA FAR (48 CFR) 53.243

Attachment: Resolution# 20220613-07 renewal of 2 leases with the United States Coast Guard - acceptance of 1 year extension options (10986 :

INSTRUCTIONS *(Back Page)*:

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification .....
Net increase $ .....

(2) Accounting classification .....
Net decrease $ .....

NOTE: If there are changes to multiple accountin classifications that cannot be placed in block 12, insert an asterisk and the words "See continuatior sheet".

(g) Item 13. Check the appropriate box to indicate th type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sig this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications unde the appropriate Uniform Contract Format (UC section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in th document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by $ .....

(ii) Total contract price decreased by $ .....

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; ar

(ii) A statement of the net amount determine to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed las on supplemental agreements.

Attachment: Resolution# 20220613-07 renewal of 2 leases with the United States Coast Guard - acceptance of 1 year extension options (10986 :

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	
HSCG82-10-L-8YX005	1	1

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
SLA#4	05/26/2022		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Richard Razabdouski SILC-CEU-M Real Property USCG Civil Engineering Unit Miami 15608 SW 117th Avenue Miami, FL 33177-richard.a.razabdouski@uscg.mil			

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
Hancock County Port and Harbor Commission 14054 Fred & A1 Key Road Kiln, MS 39556	☐	9B. DATED *(SEE ITEM 11)*
	☒	10A. MODIFICATION OF CONTRACT/ORDER NUMBER HSCG82-10-L-8YX005
CODE / FACILITY CODE		10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 14 U.S.C. 501e
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

The government through the U.S. Coast Guard is hereby exercising its options to renew this lease for the period between October 1, 2021 through September 30, 2022.

The lease is renewed at a monthly rate of $12,667.70, effective October 1, 2021.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Richard Razabdouski/Real Property CEU-M	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNE
(Signature of person authorized to sign)		RAZABDOUSKI.RICHARD.ALLEN.1204535821 Digitally signed by RAZABDOUSKI.RICHARD.ALLEN.1204535821 Date: 2022.05.26 14:29:25 -04'00' *(Signature of Contracting Officer)*	5/26/2022

Previous edition unusable

STANDARD FORM 30 (REV. 11/20
Prescribed by GSA FAR (48 CFR) 53.243

Attachment: Resolution# 20220613-07 renewal of 2 leases with the United States Coast Guard - acceptance of 1 year extension options (10986 :

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST
FY22-P610-04	Clermont Harbor Pier Expansion	REIMBURSEMENT — "check" THE APPLICABLE BOX: ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST FROM: 05/02/2022 TO: 06/06/2022

5. PAYMENT REQUEST # 2

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED **DESCRIPTION –** COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Preliminary Engineering Services	$ 2,950.00	$	$ 2,950.00
8.2	$	$	$ 0.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 2,950.00	$ 0.00	$ 2,950.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 2,950.00	$	$ 2,950.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

	06/20/2022
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
Scotty Adam, Board President	228-467-0172
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: PR No. 2 FY22-P610-04 CH Pier Expansion (10994 : Authorize Board President to sign Payment Request 2 for FY22 Clermont

Hancock County FY2022-P610-04
Clermont Harbor Pier Expansion
Payment Request #2

The county requests reimbursement of $2,950 of expenditures for preliminary engineering and design for the expansion of the Pier in Clermont Harbor. The engineering services from February through April of 2022 focused on the preliminary design, permitting, and environment review. See the attached expenditures.

Expenditure Report for Payment Request #2

Clermont Harbor	**FY2022-P610-04**	**Clermont Harbor Pier Expansion**						**$ 451,000.00**
LINE ITEM	**Invoice Date**	**Invoice No.**	**Vendor**	**Invoice Amount**	**Check Date**	**Check No.**	**Check Amount**	**Total Balance**
Engineering	8/31/2021	221-076-006-1	CE	$ 900.00	10/4/2021	95076	$ 900.00	$ 450,100.00
	9/30/2021	221-076-006-2	CE	$ 1,800.00	11/1/2021	95372	$ 1,800.00	$ 449,200.00
	10/31/2021	221-076-006-3	CE	$ 1,650.00	12/6/2021	95710	$ 1,650.00	$ 447,550.00
	11/30/2021	221-076-006-4	CE	$ 900.00	1/3/2021	96152	$ 900.00	$ 446,650.00
	12/31/2021	221-076-006-5	CE	$ 5,050.00	2/7/2022	96509	$ 5,050.00	$ 441,600.00
	12/31/2021	221-076-006-6	CE	$ 600.00	3/7/2022	97133	$ 600.00	$ 441,000.00
	2/28/2021	221-076-006-7	CE	$ 1,900.00	4/4/2022	97646	$ 1,900.00	$ 439,100.00
	4/18/2022	221-076-006-8	CE	$ 2,700.00	5/2/2022	98069	$ 2,700.00	$ 436,400.00
	4/28/2022	221-076-006-9	CE	$ 250.00	6/6/2022	98442	$ 250.00	$ 436,150.00

Attachment: PR No. 2 FY22-P610-04 CH Pier Expansion (10994 : Authorize Board President to sign Payment Request 2 for FY22 Clermont

Attachment: PR No. 2 FY22-P610-04 CH Pier Expansion (10994 : Authorize Board President to sign Payment Request 2 for FY22 Clermont

8.1 Engineering Services

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.006-8
Date 03/31/2022

Project 221-076.006 PIER EXTENSION TO CLERMONT HARBOR

Period of Service: February 25 - March 31, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,900.00	3,000.00	-900.00
Design	18,000.00	50.00	5,400.00	9,000.00	3,600.00
Construction Phase	23,000.00	0.00	0.00	0.00	0.00
Environmental	5,000.00	70.00	3,500.00	3,500.00	0.00
Total	49,000.00	31.63	12,800.00	15,500.00	2,700.00

Invoice total 2,700.00

157-337 Ny.

Attachment: PR No. 2 FY22-P610-04 CH Pier Expansion (10994 : Authorize Board President to sign Payment Request 2 for FY22 Clermont

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98069	05/02/2022	$92,268.4

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUN
03/31/2022	220-076.006-23	ANNER NECAISE RD BRIDGE	$190.(
03/31/2022	221-076.004-7	BAYOU CADDY MARINA	$500.(
03/31/2022	220-076.004-21	BOGUE HOMA BAYOU BRIDGE	$505.(
03/31/2022	220-076.004-20	BOGUE HOMA BAYOU BRIDGE	$720.(
03/31/2022	219-076.002-32	CRANE CREEK BRIDGE	$1,100.(
03/31/2022	219-044.001-9	MCLEOD PK PHASE II	$1,200.(
03/31/2022	220-076.008-18	REPAIRS TO HC ARENA	$1,500.(
03/31/2022	221-054-6	RESURFACE LAKESHORE RD	$1,800.(
03/31/2022	221-076.008-5	REPAIRS TO HC ARENA	$1,875.(
03/31/2022	221-042-8	WASHINGTON ST PIER	$1,920.(
04/18/2022	221-076.006-8	CLERMONT HARBOR PIER EXPAND	$2,700.(
03/31/2022	221-076.010-4	SPAN REPAIR ON ANNER NECAISE RD	$3,270.(
03/31/2022	221-030-9	CRAZY HORSE DR	$3,377.(
03/31/2022	221-076.001-18	ELEVATE SILVER SLIPPER RD	$4,290.(
03/31/2022	221-044-8	HC BEACH	$4,875.(
03/13/2022	221-076.011-6	FAIRGROUNDS	$6,000.(
03/31/2022	221-074-6	BEACH BLVD STORM REPAIRS	$6,875.(
03/31/2022	219-076.002-31	CRANE CREEK BRIDGE	$7,020.(
03/31/2022	220-076.005-17	BAYOU MARONE BRIDGE	$14,400.(
03/31/2022	221-076.001-17	ELEVATE SILVER SLIPPER RD	$28,150.(

Check Date
05/02/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DA

*** Ninety-Two Thousand Two Hundred And Sixty-Eight Dollars And Forty-Eight Cents *** **$92,268.4**

VOID

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: PR No. 2 FY22-P610-04 CH Pier Expansion (10994 : Authorize Board President to sign Payment Request 2 for FY22 Clermont

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
654 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.006-9
Date 04/30/2022

Project 221-076.006 PIER EXTENSION TO CLERMONT HARBOR

Period of Service: April 1 - 28, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,000.00	3,000.00	0.00
Design	18,000.00	50.00	9,000.00	9,000.00	0.00
Construction Phase	23,000.00	0.00	0.00	0.00	0.00
Environmental	5,000.00	75.00	3,500.00	3,750.00	250.00
Total	49,000.00	32.14	15,500.00	15,750.00	250.00

Invoice total 250.00

167-337-555
@ 8 V.g.

Attachment: PR No. 2 FY22-P610-04 CH Pier Expansion (10994 : Authorize Board President to sign Payment Request 2 for FY22 Clermont

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98442	06/06/2022	$71,355.69

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/28/2022	221-076.006-9	CLERMONT HARBOR PIER	$250.00
04/30/2022	219-076.002-34	CRANE CREEK	$264.00
04/30/2022	220-076.005-19	BAYOU LACROIX	$500.00
04/07/2022	222-010.003-1	TEXAS FLAT RD	$600.00
03/21/2022	222--010.002-1	KAPALAMA DR	$745.00
04/30/2022	221-042-9	WASHINGTON ST PIER	$1,440.00
04/30/2022	221-076.011-8	FAIRGROUNDS	$2,405.00
04/30/2022	221-076.008-6	HC ARENEA PHASE 2	$3,750.00
04/30/2022	219-044.001-10	MCLEOD PK	$4,300.00
04/30/2022	221-054-7	LAKESHORE RD	$4,846.47
04/30/2022	221-074-7	BEACH STORM REPAIRS	$5,672.42
04/30/2022	219-076.002-33	CRANE CREEK	$7,020.00
04/30/2022	220-076.005-18	BAYOU LACROIX	$7,200.00
05/23/2022	221-076.011-7	FAIRGROUNDS	$8,000.00
04/30/2022	212-033-30	KILN-DELISLE BRIDGE	$24,362.80

Check Date
06/06/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Seventy-One Thousand Three Hundred And Fifty-Five Dollars And Sixty-Nine Cents *** **$71,355.69**

VOID

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: PR No. 2 FY22-P610-04 CH Pier Expansion (10994 : Authorize Board President to sign Payment Request 2 for FY22 Clermont

TheFirst
A NATIONAL BANKING ASSOCIATION

Account: PUB CKG 0001
Date: 6/15/2022

ENDORSE HERE
X _____
FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 07025456

☐ CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO _____ FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

00022-06-08
159070040710003
>065503681<

The security features listed below, as well as those not listed, exceed industry guidelines.

Micro-print Border Line and Separator Lines: small type in lines appears as dotted lines when photocopied

Security Screen: absence of "Original Document" verbiage on back of check when photocopied

Chemically Sensitive Paper: stains or spots may appear with chemical alteration

Heat Sensitive Ink: Red image will fade with heat. Rub, hold between thumb & finger or breathe on image for reaction

Invisible Fluorescent Fibers cannot be reproduced on photocopiers

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HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst
A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-361-6477

Check Date 06/06/2022

098442
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Seventy-One Thousand Three Hundred And Fifty-Five Dollars And Sixty-Nine Cents *** **$71,355.69**

Security features. Details on back.

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A Kelley
AUTHORIZED SIGNATURE

[redacted]

Attachment: PR No. 2 FY22-P610-04 CH Pier Expansion (10994 : Authorize Board President to sign Payment Request 2 for FY22 Clermont

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

ENHANCE · PROTECT · CONSERVE

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY22-P610-04	Clermont Harbor Pier Expansion	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST	5. PAYMENT REQUEST #
FROM: 05/02/2022 TO: 06/06/2022	2

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED **DESCRIPTION –** COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Preliminary Engineering Services	$ 2,950.00	$	$ 2,950.00
8.2	$	$	$ 0.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 2,950.00	$ 0.00	$ 2,950.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 2,950.00	$	$ 2,950.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

Scotty Adam — 06/20/2022

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL — DATE REQUEST SUBMITTED

Scotty Adam, Board President — 228-467-0172

TYPED OR PRINTED NAME AND TITLE — TELEPHONE

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: Payment Request 2 for FY22 Clermont Harbor Expansion - signed (10994 : Authorize Board President to sign Payment Request 2

Hancock County FY2022-P610-04
Clermont Harbor Pier Expansion
Payment Request #2

The county requests reimbursement of $2,950 of expenditures for preliminary engineering and design for the expansion of the Pier in Clermont Harbor. The engineering services from February through April of 2022 focused on the preliminary design, permitting, and environment review. See the attached expenditures.

Expenditure Report for Payment Request #2

Clermont Harbor	**FY2022-P610-04**	**Clermont Harbor Pier Expansion**						**$ 451,000.00**
LINE ITEM	**Invoice Date**	**Invoice No.**	**Vendor**	**Invoice Amount**	**Check Date**	**Check No.**	**Check Amount**	**Total Balance**
Engineering	8/31/2021	221-076-006-1	CE	$ 900.00	10/4/2021	95076	$ 900.00	$ 450,100.00
	9/30/2021	221-076-006-2	CE	$ 1,800.00	11/1/2021	95372	$ 1,800.00	$ 449,200.00
	10/31/2021	221-076-006-3	CE	$ 1,650.00	12/6/2021	95710	$ 1,650.00	$ 447,550.00
	11/30/2021	221-076-006-4	CE	$ 900.00	1/3/2021	96152	$ 900.00	$ 446,650.00
	12/31/2021	221-076-006-5	CE	$ 5,050.00	2/7/2022	96509	$ 5,050.00	$ 441,600.00
	12/31/2021	221-076-006-6	CE	$ 600.00	3/7/2022	97133	$ 600.00	$ 441,000.00
	2/28/2021	221-076-006-7	CE	$ 1,900.00	4/4/2022	97646	$ 1,900.00	$ 439,100.00
	4/18/2022	221-076-006-8	CE	$ 2,700.00	5/2/2022	98069	$ 2,700.00	$ 436,400.00
	4/28/2022	221-076-006-9	CE	$ 250.00	6/6/2022	98442	$ 250.00	$ 436,150.00

Attachment: Payment Request 2 for FY22 Clermont Harbor Expansion - signed (10994 : Authorize Board President to sign Payment Request 2

8.1 Engineering Services

Attachment: Payment Request 2 for FY22 Clermont Harbor Expansion - signed (10994 : Authorize Board President to sign Payment Request 2

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.006-8
Date 03/31/2022

Project 221-076.006 PIER EXTENSION TO CLERMONT HARBOR

Period of Service: February 25 - March 31, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,900.00	3,000.00	-900.00
Design	18,000.00	50.00	5,400.00	9,000.00	3,600.00
Construction Phase	23,000.00	0.00	0.00	0.00	0.00
Environmental	5,000.00	70.00	3,500.00	3,500.00	0.00
Total	49,000.00	31.83	12,800.00	15,500.00	2,700.00

Invoice total 2,700.00

157,337 Ny.

Attachment: Payment Request 2 for FY22 Clermont Harbor Expansion - signed (10994 : Authorize Board President to sign Payment Request 2

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98069	05/02/2022	$92,268.48

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
03/31/2022	220-076.006-23	ANNER NECAISE RD BRIDGE	$190.00
03/31/2022	221-076.004-7	BAYOU CADDY MARINA	$500.00
03/31/2022	220-076.004-21	BOGUE HOMA BAYOU BRIDGE	$505.00
03/31/2022	220-076.004-20	BOGUE HOMA BAYOU BRIDGE	$720.00
03/31/2022	219-076.002-32	CRANE CREEK BRIDGE	$1,100.00
03/31/2022	219-044.001-9	MCLEOD PK PHASE II	$1,200.00
03/31/2022	220-076.008-18	REPAIRS TO HC ARENA	$1,500.00
03/31/2022	221-054-6	RESURFACE LAKESHORE RD	$1,800.12
03/31/2022	221-076.008-5	REPAIRS TO HC ARENA	$1,875.00
03/31/2022	221-042-8	WASHINGTON ST PIER	$1,920.00
04/18/2022	221-076.006-8	CLERMONT HARBOR PIER EXPAND	$2,700.00
03/31/2022	221-076.010-4	SPAN REPAIR ON ANNER NECAISE RD	$3,270.00
03/31/2022	221-030-9	CRAZY HORSE DR	$3,377.80
03/31/2022	221-076.001-18	ELEVATE SILVER SLIPPER RD	$4,290.00
03/31/2022	221-044-8	HC BEACH	$4,875.00
03/13/2022	221-076.011-6	FAIRGROUNDS	$6,000.00
03/31/2022	221-074-6	BEACH BLVD STORM REPAIRS	$6,875.56
03/31/2022	219-076.002-31	CRANE CREEK BRIDGE	$7,020.00
03/31/2022	220-076.005-17	BAYOU MARONE BRIDGE	$14,400.00
03/31/2022	221-076.001-17	ELEVATE SILVER SLIPPER RD	$28,150.00

Check Date
05/02/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Ninety-Two Thousand Two Hundred And Sixty-Eight Dollars And Forty-Eight Cents *** **$92,268.48**

Pay To The Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

VOID

Timothy A Kelley

Attachment: Payment Request 2 for FY22 Clermont Harbor Expansion - signed (10994 : Authorize Board President to sign Payment Request 2

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
654 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.006-9
Date 04/30/2022

Project 221-076.006 PIER EXTENSION TO CLERMONT HARBOR

Period of Service: April 1 - 28, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,000.00	3,000.00	0.00
Design	18,000.00	50.00	9,000.00	9,000.00	0.00
Construction Phase	23,000.00	0.00	0.00	0.00	0.00
Environmental	5,000.00	75.00	3,500.00	3,750.00	250.00
Total	49,000.00	32.14	15,500.00	15,750.00	250.00

Invoice total 250.00

167-337-555
@ 8 N.G.

Attachment: Payment Request 2 for FY22 Clermont Harbor Expansion - signed (10994 : Authorize Board President to sign Payment Request 2

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98442	06/06/2022	$71,355.69

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/28/2022	221-076.006-9	CLERMONT HARBOR PIER	$250.00
04/30/2022	219-076.002-34	CRANE CREEK	$264.00
04/30/2022	220-076.005-19	BAYOU LACROIX	$500.00
04/07/2022	222-010.003-1	TEXAS FLAT RD	$600.00
03/21/2022	222–010.002-1	KAPALAMA DR	$745.00
04/30/2022	221-042-9	WASHINGTON ST PIER	$1,440.00
04/30/2022	221-076.011-8	FAIRGROUNDS	$2,405.00
04/30/2022	221-076.008-6	HC ARENEA PHASE 2	$3,750.00
04/30/2022	219-044.001-10	MCLEOD PK	$4,300.00
04/30/2022	221-054-7	LAKESHORE RD	$4,846.47
04/30/2022	221-074-7	BEACH STORM REPAIRS	$5,672.42
04/30/2022	219-076.002-33	CRANE CREEK	$7,020.00
04/30/2022	220-076.005-18	BAYOU LACROIX	$7,200.00
05/23/2022	221-076.011-7	FAIRGROUNDS	$8,000.00
04/30/2022	212-033-30	KILN-DELISLE BRIDGE	$24,362.80

Check Date
06/06/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Seventy-One Thousand Three Hundred And Fifty-Five Dollars And Sixty-Nine Cents *** **$71,355.69**

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

VOID

Timothy A. Kelley

Attachment: Payment Request 2 for FY22 Clermont Harbor Expansion - signed (10994 : Authorize Board President to sign Payment Request 2

TheFirst
A NATIONAL BANKING ASSOCIATION

Account: PUB CKG 0001
Date: 6/15/2022

ENDORSE HERE

x FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 07025456

☐ CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO _____ FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

00022-06-08
159070040710003
>065503681<

The security features listed below, as well as those not listed, exceed industry guidelines.

Microprint Border Line and Separator Lines will fgrm irregular dashed lines when photocopied

Security Screen, absence of "Original Document" verbiage on back of check when photocopied

Chemically Sensitive Paper: stains or spots may appear with chemical alteration

Heat Sensitive Ink: Red image will fade with heat. Rub, hold between thumb & finger or breathe on image for reaction

Invisible Fluorescent Fibers

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HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst
A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE 1-866-361-4477

Check Date 06/06/2022

098442
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Seventy-One Thousand Three Hundred And Fifty-Five Dollars And Sixty-Nine Cents *** **$71,355.69**

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

[redacted]

Attachment: Payment Request 2 for FY22 Clermont Harbor Expansion - signed (10994 : Authorize Board President to sign Payment Request 2

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY21-P610-02	Bayou Caddy Marina Expansion	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST FROM: 05/02/2022 TO: 06/06/2022

5. PAYMENT REQUEST # 4

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED **DESCRIPTION –** COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Engineering Design	$ 500.00	$	$ 500.00
8.2 Project Sign	$ 435.00	$	$ 435.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 935.00	$ 0.00	$ 935.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 935.00	$	$ 935.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

	06/20/2022
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
Scotty Adam, Board President	228-467-0172
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: PR No. 4 FY21-P610-02 Bayou Caddy (10993 : Authorize Board President to sign Payment Request 4 for FY21 Bayou Caddy

Hancock County FY2021-P610-02
Bayou Caddy Marina Improvements
Payment Request #4

The county requests reimbursement of $935.00 of expenditures for preliminary engineering and design to upgrade the marina's substandard conditions and purchase of the project sign. The services from February through April focused on the ordering of the project sign and the continuation of the preliminary design. See the attached expenditures documentation.

Expenditure Report for Payment Request #4

Bayou Caddy	**FY2021-P610-02**	**Bayou Caddy Marina Expansion**						**$ 400,000.00**
LINE ITEM	**Invoice Date**	**Invoice No.**	**Vendor**	**Invoice Amount**	**Check Date**	**Check No.**	**Check Amount**	**Total Balance**
Engineering	4/30/2021	221-076.004-1	CE	$ 4,250.00	6/21/2021	93813	$ 4,250.00	$ 395,750.00
	5/31/2021	221-076.004-2	CE	$ 1,250.00	6/21/2021	93813	$ 1,250.00	$ 394,500.00
	6/30/2021	221-076.004-3	CE	$ 2,500.00	8/2/2021	94211	$ 2,500.00	$ 392,000.00
Engineering	9/30/2021	221-076.004-4	CE	$ 2,500.00	11/1/2021	95372	$ 2,500.00	$ 389,500.00
	10/31/2021	221-076.004-5	CE	$ 2,500.00	12/6/2021	9710	$ 2,500.00	$ 387,000.00
	1/31/2022	221-076.004-6	CE	$ 1,250.00	3/7/2022	9733	$ 1,250.00	$ 385,750.00
	3/31/2022	221-076.004-7	CE	$ 500.00	5/2/2022	98069	$ 500.00	$ 385,250.00
Project Sign	5/9/2022	4700	Dixie Signs	$ 435.00	6/6/2022	98467	$ 435.00	$ 384,815.00

Attachment: PR No. 4 FY21-P610-02 Bayou Caddy (10993 : Authorize Board President to sign Payment Request 4 for FY21 Bayou Caddy

Attachment: PR No. 4 FY21-P610-02 Bayou Caddy (10993 : Authorize Board President to sign Payment Request 4 for FY21 Bayou Caddy

8.1 Engineering Services

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.004-7
Date 03/31/2022

Project 221-076.004 BAYOU CADDY MARINA

Period of Service: February 25 - March 31, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,000.00	3,000.00	0.00
Design	25,000.00	47.00	11,250.00	11,750.00	500.00
Construction Phase	18,500.00	0.00	0.00	0.00	0.00
Testing	2,500.00	0.00	0.00	0.00	0.00
Secretary of State Lease Prep/Environmental (If required)	5,000.00	0.00	0.00	0.00	0.00
Total	54,000.00	27.31	14,250.00	14,750.00	500.00

Invoice total 500.00

157-333 - 555
Ellen V.

Attachment: PR No. 4 FY21-P610-02 Bayou Caddy (10993 : Authorize Board President to sign Payment Request 4 for FY21 Bayou Caddy

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98069	05/02/2022	$92,268.4

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUN
03/31/2022	220-076.006-23	ANNER NECAISE RD BRIDGE	$190.(
03/31/2022	221-076.004-7	BAYOU CADDY MARINA	$500.(
03/31/2022	220-076.004-21	BOGUE HOMA BAYOU BRIDGE	$505.(
03/31/2022	220-076.004-20	BOGUE HOMA BAYOU BRIDGE	$720.(
03/31/2022	219-076.002-32	CRANE CREEK BRIDGE	$1,100.(
03/31/2022	219-044.001-9	MCLEOD PK PHASE II	$1,200.(
03/31/2022	220-076.008-18	REPAIRS TO HC ARENA	$1,500.(
03/31/2022	221-054-6	RESURFACE LAKESHORE RD	$1,800.(
03/31/2022	221-076.008-5	REPAIRS TO HC ARENA	$1,875.(
03/31/2022	221-042-8	WASHINGTON ST PIER	$1,920.(
04/18/2022	221-076.006-8	CLERMONT HARBOR PIER EXPAND	$2,700.(
03/31/2022	221-076.010-4	SPAN REPAIR ON ANNER NECAISE RD	$3,270.(
03/31/2022	221-030-9	CRAZY HORSE DR	$3,377.8
03/31/2022	221-076.001-18	ELEVATE SILVER SLIPPER RD	$4,290.(
03/31/2022	221-044-8	HC BEACH	$4,875.(
03/13/2022	221-076.011-6	FAIRGROUNDS	$6,000.(
03/31/2022	221-074-6	BEACH BLVD STORM REPAIRS	$6,875.5
03/31/2022	219-076.002-31	CRANE CREEK BRIDGE	$7,020.(
03/31/2022	220-076.005-17	BAYOU MARONE BRIDGE	$14,400.(
03/31/2022	221-076.001-17	ELEVATE SILVER SLIPPER RD	$28,150.(

Check Date
05/02/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DA

*** Ninety-Two Thousand Two Hundred And Sixty-Eight Dollars And Forty-Eight Cents *** **$92,268.4**

VOID

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: PR No. 4 FY21-P610-02 Bayou Caddy (10993 : Authorize Board President to sign Payment Request 4 for FY21 Bayou Caddy

8.2 Project Sign

Attachment: PR No. 4 FY21-P610-02 Bayou Caddy (10993 : Authorize Board President to sign Payment Request 4 for FY21 Bayou Caddy

Hancock County Board of Supervisors
854 Hwy 90, Suite A
Bay St. Louis, MS 39520

Purchas

Fiscal Year 2022

The purchase order number SHALL be shown on all correspondence.

Purchase Order Number	**2200237**
Purchase Order Date	05/04/20
Department	ROAD DEPARTME

All prices are FOB DESTINATION, unless otherwise stated.

Bill To
Bookkeeping Dept.
854 Highway 90, Suite A
Bay St. Louis, MS 39520
P: 228-467-6012

Ship To RDDT
18382 HIGHWAY 43
KILN, MS 39556

Vendor 2600
DIXIE SIGNS & MORE, LLC
9329 EDWIN LADNER RD
PASS CHRISTIAN, MS 39571

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFEREN
228-467-3934		2600	20222617	Vic Johnson	

NOTES

MARINA - PROJECT SIGN

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRI
1	SIGN, FRAME & INSTALLATION PROJECT SIGN AT BAYOU CADDY MARINA	1.0000	EACH	$435.0000	$435.

All orders must be shipped in full, no backorders accepted.

Approver Name: munis

Approval Date: 05/04/2022

April Shiyou
Purchase Clerk

Total Ext. Price	$435
Purchase Order Total	**$435.00**

Purchase Order Copy

Attachment: PR No. 4 FY21-P610-02 Bayou Caddy (10993 : Authorize Board President to sign Payment Request 4 for FY21 Bayou Caddy

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2600	DIXIE SIGNS & MORE, LLC	98467	06/06/2022	$9,635.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
05/09/2022	4700	MARINA - PROJECT SIGN	$435.00
		PO #: 22002371 - ROAD DEPARTMENT	
05/24/2022	4733	Vinyl on Boat - VIN D505	$475.00
		PO #: 22002570 - SHERIFF'S OFFICE	
02/24/2022	4630	Striping for the Jail Vans	$1,425.00
		PO #: 22001573 - SHERIFF'S OFFICE	
05/13/2022	4716	Vinyl on Tahoe's	$3,650.00
		PO #: 22002554 - SHERIFF'S OFFICE	
05/03/2022	4698	Vinyl on Tahoe's	$3,650.00
		PO #: 22002455 - SHERIFF'S OFFICE	

Check Date
06/06/2022

Vendor Number **2600**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Nine Thousand Six Hundred And Thirty-Five Dollars And Zero Cents ***

$9,635.00

VOID

Pay To
The
Order Of

2600
DIXIE SIGNS & MORE, LLC
9329 EDWIN LADNER RD
PASS CHRISTIAN, MS 39571

Timothy A. Kelley

Attachment: PR No. 4 FY21-P610-02 Bayou Caddy (10993 : Authorize Board President to sign Payment Request 4 for FY21 Bayou Caddy

TheFirst FBNC
A NATIONAL BANKING ASSOCIATION

Account: PUB CKG 0001
Date: 6/15/2022

ENDORSE HERE

X

☐ CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO _____ FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

00022-06-10
161023020560008
>065503681<

The security features listed below, as well as those not listed, exceed industry guidelines.

Microprint Border Line and Separator Lines: small type in lines appears as dotted lines when photocopied

Security Screen: absence of "Original Document" verbiage on back of check when photocopied

Chemically Sensitive Paper: stains or spots may appear with chemical alteration

Heat Sensitive Ink: Red image will fade with heat. Rub, hold between thumb & finger or breathe on image for reaction

Invisible Fluorescent Fibers

® Padlock design as a certification mark of the Check Payment Systems Association cannot be reproduced on photocopiers.

*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst FBNC
A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-362-6477

Check Date 06/06/2022

098467
85-336/653

Vendor Number 2600

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Nine Thousand Six Hundred And Thirty-Five Dollars And Zero Cents ***

$9,635.00

Security features Details on back

Pay To The Order Of
2600
DIXIE SIGNS & MORE, LLC
9329 EDWIN LADNER RD
PASS CHRISTIAN, MS 39571

Timothy J. Kelley

AUTHORIZED SIGNATURE

[redacted]

Attachment: PR No. 4 FY21-P610-02 Bayou Caddy (10993 : Authorize Board President to sign Payment Request 4 for FY21 Bayou Caddy

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY20-P610-01	McLeod Park RV Expansion and Pier Construction	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST FROM: 05/05/2022 TO: 06/06/2022

5. PAYMENT REQUEST # 10

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED **DESCRIPTION –** COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Engineering	$ 5,500.00	$	$ 5,500.00
8.2	$	$	$ 0.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 5,500.00	$ 0.00	$ 5,500.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 5,500.00	$	$ 5,500.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

	6/20/2022
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
Scotty Adam, Board President	228-467-0172
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: Final-PR No. 10 FY20-p610-01 McLeod Park (10992 : Authorize Board President to sign Payment Request 10 for FY20 McLeod Park

Hancock County FY2020-P610-01
McLeod Park Campsite Expansion and Pier Construction
Payment Request #10

The county requests reimbursement of $5,500.00 for construction and post construction engineering services. Services included final inspection and closeout for the installation and completion of campsite pads and aprons at existing sites and sewer and water system maintenance and upgrades. The project sign is attached along with the expenditure spreadsheet below and supporting documentation.

Expenditure Report for Payment Request #10

McLeod Park RV Campsite Expansion and Pier Construction						$ 497,315.97
Invoice No.	**Vendor**	**Invoice Amount**	**Check Date**	**Check No.**	**Check Amount**	**Total Balance**
221-076-002-1	CE	$ 880.00	5/3/2021	92855	$ 880.00	$ 496,435.97
21001931	Keith Lee, Lindsey's Antiques	$ 4,400.00	5/3/2021	92927	$ 4,400.00	$ 492,915.97
221-076-002-2	CE	$ 2,040.00	6/7/2021	93276	$ 2,040.00	$ 490,875.97
1190	Sheer View Mulching	$ 17,098.00	6/7/2021	93491	$ 16,600.00	$ 474,275.97
	Sheer View Mulching		6/21/2021	93741	$ 498.00	$ 473,777.97
221-076-002-3	CE	$ 625.00	7/6/2021	93813	$ 625.00	$ 473,152.97
219-044.001	CE	$ 2,800.00	9/7/2021	94612	$ 2,800.00	$ 470,352.97
219-044.002	CE	$ 7,700.00	10/18/2021	95318	$ 7,700.00	$ 462,652.97
913232696	BSN Sports	$ 1,234.67	9/7/2021	94578	$ 1,234.67	$ 461,418.30
122686/122656	MS Prison Industries Corp	$ 23,910.00	10/4/2021	95208	$ 23,910.00	$ 437,508.30
117190665	John Deere & Company	$ 15,633.94	11/1/2021	95383	$ 15,633.94	$ 421,874.36
Pay App 9-CO #2 Partial	Floore Industrial Contractors	$ 8,142.22	11/1/2021	95414	$ 8,142.22	$ 413,732.14
219-044.001-3	CE	$ 5,600.00	11/1/2021	95373	$ 5,600.00	$ 408,132.14
21002296	1st Direct Products, LLC	$ 3,397.00	12/6/2021	95649	$ 3,397.00	$ 404,735.14
Pay App 10-CO #2 Partial	Floore Industrial Contractors	$ 12,213.34	12/6/2021	95756	$ 12,213.34	$ 392,521.80
219-044.001-4	CE	$ 1,400.00	1/3/2022	96152	$ 1,400.00	$ 391,121.80
219-044.001-5	CE	$ 600.00	1/3/2022	96152	$ 600.00	$ 390,521.80
Pay App 1	Floore Industrial Contractors	$ 56,965.80	1/3/2022	96186	$ 56,965.80	$ 333,556.00
219-044.001-6	CE	$ 600.00	2/7/2022	96509	$ 600.00	$ 332,956.00
Pay App 2	Floore Industrial Contractors	$ 149,541.88	2/7/2022	95414	149,541.88	$ 183,414.12
219-044.001-7	CE	$ 1,800.00	3/7/2022	97133	1,800.00	$ 181,614.12
Pay App 3	Floore Industrial Contractors	$ 38,019.85	3/7/2022	97176	$ 38,019.85	$ 145,394.27
219-044.001-8	CE	$ 6,000.00	4/4/2022	97646	$ 6,000.00	$ 139,394.27
Pay App 4-Final	Floore Industrial Contractors	$ 12,869.87	4/4/2022	97683	$ 12,869.87	$ 126,524.40
219-044.001-9	CE	$ 1,200.00	5/2/2022	98069	$ 1,200.00	$ 125,324.40
219-044.001-10	CE	$ 4,300.00	6/6/2022	98442	$ 4,300.00	$ 121,024.40

Attachment: Final-PR No. 10 FY20-p610-01 McLeod Park (10992 : Authorize Board President to sign Payment Request 10 for FY20 McLeod Park

Project Sign

Attachment: Final-PR No. 10 FY20-p610-01 McLeod Park (10992 : Authorize Board President to sign Payment Request 10 for FY20 McLeod Park

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 219-044.001-9
Date 03/31/2022

Project 219-044.001 MCLEOD PARK IMPROVEMENTS PHASE II

Period of Service: February 25 - March 31, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Design	14,000.00	100.00	14,000.00	14,000.00	0.00
Construction Phase	12,000.00	85.00	9,000.00	10,200.00	1,200.00
Post Construction	5,000.00	0.00	0.00	0.00	0.00
Total	34,500.00	80.29	26,500.00	27,700.00	1,200.00

Invoice total 1,200.00

157-530 - 555

Attachment: Final-PR No. 10 FY20-p610-01 McLeod Park (10992 : Authorize Board President to sign Payment Request 10 for FY20 McLeod Park

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98069	05/02/2022	$92,268.4

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUN
03/31/2022	220-076.006-23	ANNER NECAISE RD BRIDGE	$190.(
03/31/2022	221-076.004-7	BAYOU CADDY MARINA	$500.(
03/31/2022	220-076.004-21	BOGUE HOMA BAYOU BRIDGE	$505.(
03/31/2022	220-076.004-20	BOGUE HOMA BAYOU BRIDGE	$720.(
03/31/2022	219-076.002-32	CRANE CREEK BRIDGE	$1,100.(
03/31/2022	219-044.001-9	MCLEOD PK PHASE II	$1,200.(
03/31/2022	220-076.008-18	REPAIRS TO HC ARENA	$1,500.(
03/31/2022	221-054-6	RESURFACE LAKESHORE RD	$1,800.
03/31/2022	221-076.008-5	REPAIRS TO HC ARENA	$1,875.(
03/31/2022	221-042-8	WASHINGTON ST PIER	$1,920.(
04/18/2022	221-076.006-8	CLERMONT HARBOR PIER EXPAND	$2,700.(
03/31/2022	221-076.010-4	SPAN REPAIR ON ANNER NECAISE RD	$3,270.(
03/31/2022	221-030-9	CRAZY HORSE DR	$3,377.(
03/31/2022	221-076.001-18	ELEVATE SILVER SLIPPER RD	$4,290.(
03/31/2022	221-044-8	HC BEACH	$4,875.(
03/13/2022	221-076.011-6	FAIRGROUNDS	$6,000.(
03/31/2022	221-074-6	BEACH BLVD STORM REPAIRS	$6,875.(
03/31/2022	219-076.002-31	CRANE CREEK BRIDGE	$7,020.(
03/31/2022	220-076.005-17	BAYOU MARONE BRIDGE	$14,400.(
03/31/2022	221-076.001-17	ELEVATE SILVER SLIPPER RD	$28,150.(

Check Date
05/02/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DA

*** Ninety-Two Thousand Two Hundred And Sixty-Eight Dollars And Forty-Eight Cents *** **$92,268.4**

VOID

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: Final-PR No. 10 FY20-p610-01 McLeod Park (10992 : Authorize Board President to sign Payment Request 10 for FY20 McLeod Park

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 219-044.001-10
Date 04/30/2022

Project 219-044.001 MCLEOD PARK IMPROVEMENTS PHASE II

Period of Service: April 1 - 28, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Design	14,000.00	100.00	14,000.00	14,000.00	0.00
Construction Phase	12,000.00	100.00	10,200.00	12,000.00	1,800.00
Post Construction	6,000.00	50.00	0.00	2,500.00	2,500.00
Total	34,500.00	92.75	27,700.00	32,000.00	4,300.00

Invoice total 4,300.00

157.530 -555

Attachment: Final-PR No. 10 FY20-p610-01 McLeod Park (10992 : Authorize Board President to sign Payment Request 10 for FY20 McLeod Park

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98442	06/06/2022	$71,355.69

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/28/2022	221-076.006-9	CLERMONT HARBOR PIER	$250.00
04/30/2022	219-076.002-34	CRANE CREEK	$264.00
04/30/2022	220-076.005-19	BAYOU LACROIX	$500.00
04/07/2022	222-010.003-1	TEXAS FLAT RD	$600.00
03/21/2022	222--010.002-1	KAPALAMA DR	$745.00
04/30/2022	221-042-9	WASHINGTON ST PIER	$1,440.00
04/30/2022	221-076.011-8	FAIRGROUNDS	$2,405.00
04/30/2022	221-076.008-6	HC ARENEA PHASE 2	$3,750.00
04/30/2022	219-044.001-10	MCLEOD PK	$4,300.00
04/30/2022	221-054-7	LAKESHORE RD	$4,846.47
04/30/2022	221-074-7	BEACH STORM REPAIRS	$5,672.42
04/30/2022	219-076.002-33	CRANE CREEK	$7,020.00
04/30/2022	220-076.005-18	BAYOU LACROIX	$7,200.00
05/23/2022	221-076.011-7	FAIRGROUNDS	$8,000.00
04/30/2022	212-033-30	KILN-DELISLE BRIDGE	$24,362.80

Check Date
06/06/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Seventy-One Thousand Three Hundred And Fifty-Five Dollars And Sixty-Nine Cents *** **$71,355.69**

VOID

Pay To
The
Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: Final-PR No. 10 FY20-p610-01 McLeod Park (10992 : Authorize Board President to sign Payment Request 10 for FY20 McLeod Park

TheFirst FSNB
A NATIONAL BANKING ASSOCIATION

Account: PUB CKG 0001
Date: 6/15/2022

ENDORSE HERE

X _____

FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 070254566

☐ CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO _____
FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

00022-06-08
159070040710003
>065503681<

The security features listed below, as well as those not listed, exceed industry guidelines.

Microprint Border Line and Separator Lines: small type in lines appears as dotted lines when photocopied

Security Screen: absence of "Original Document" message on back of check when photocopied

Chemically Sensitive Paper: stains or spots may appear with chemical alteration

Heat Sensitive Ink: Red image will fade with heat. Rub, hold between thumb & finger or breathe on image for reaction

Invisible Fluorescent Fibers

® Padlock design is a certification mark of the Check Payment Systems Association

*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

HANCOCK COUNTY
BOARD OF SUPERVISORS
854 HWY 90 SUITE A
BAY ST. LOUIS, MS 39520

TheFirst FSNB
A NATIONAL BANKING ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-361-6477

Check Date 06/06/2022

098442
85-336/653

Vendor Number 2245

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Seventy-One Thousand Three Hundred And Fifty-Five Dollars And Sixty-Nine Cents *** **$71,355.69**

See Security Features Details on Back

Pay To The Order Of
2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

[redacted]

Attachment: Final-PR No. 10 FY20-p610-01 McLeod Park (10992 : Authorize Board President to sign Payment Request 10 for FY20 McLeod Park

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

ENHANCE • PROTECT • CONSERVE

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY20-P610-01	McLeod Park RV Expansion and Pier Construction	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST FROM: 05/05/2022 TO: 06/06/2022

5. PAYMENT REQUEST # 10

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED DESCRIPTION – COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Engineering	$ 5,500.00	$	$ 5,500.00
8.2	$	$	$ 0.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 5,500.00	$ 0.00	$ 5,500.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 5,500.00	$	$ 5,500.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

Scotty Adam — 6/20/2022

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL — DATE REQUEST SUBMITTED

Scotty Adam, Board President — 228-467-0172

TYPED OR PRINTED NAME AND TITLE — TELEPHONE

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: Payment Request 10 for FY20 McLeod Park RV Park Expansion and Pier Construction - signed (10992 : Authorize Board President

Hancock County FY2020-P610-01
McLeod Park Campsite Expansion and Pier Construction
Payment Request #10

The county requests reimbursement of $5,500.00 for construction and post construction engineering services. Services included final inspection and closeout for the installation and completion of campsite pads and aprons at existing sites and sewer and water system maintenance and upgrades. The project sign is attached along with the expenditure spreadsheet below and supporting documentation.

Expenditure Report for Payment Request #10

McLeod Park RV Campsite Expansion and Pier Construction						$ 497,315.97
Invoice No.	Vendor	Invoice Amount	Check Date	Check No.	Check Amount	Total Balance
221-076-002-1	CE	$ 880.00	5/3/2021	92855	$ 880.00	$ 496,435.97
21001931	Keith Lee, Lindsey's Antiques	$ 4,400.00	5/3/2021	92927	$ 4,400.00	$ 492,915.97
221-076-002-2	CE	$ 2,040.00	6/7/2021	93276	$ 2,040.00	$ 490,875.97
1190	Sheer View Mulching	$ 17,098.00	6/7/2021	93491	$ 16,600.00	$ 474,275.97
	Sheer View Mulching		6/21/2021	93741	$ 498.00	$ 473,777.97
221-076-002-3	CE	$ 625.00	7/6/2021	93813	$ 625.00	$ 473,152.97
219-044.001	CE	$ 2,800.00	9/7/2021	94612	$ 2,800.00	$ 470,352.97
219-044.002	CE	$ 7,700.00	10/18/2021	95318	$ 7,700.00	$ 462,652.97
913232696	BSN Sports	$ 1,234.67	9/7/2021	94578	$ 1,234.67	$ 461,418.30
122686/122656	MS Prison Industries Corp	$ 23,910.00	10/4/2021	95208	$ 23,910.00	$ 437,508.30
117190665	John Deere & Company	$ 15,633.94	11/1/2021	95383	$ 15,633.94	$ 421,874.36
Pay App 9-CO #2 Partial	Floore Industrial Contractors	$ 8,142.22	11/1/2021	95414	$ 8,142.22	$ 413,732.14
219-044.001-3	CE	$ 5,600.00	11/1/2021	95373	$ 5,600.00	$ 408,132.14
21002296	1st Direct Products, LLC	$ 3,397.00	12/6/2021	95649	$ 3,397.00	$ 404,735.14
Pay App 10-CO #2 Partial	Floore Industrial Contractors	$ 12,213.34	12/6/2021	95756	$ 12,213.34	$ 392,521.80
219-044.001-4	CE	$ 1,400.00	1/3/2022	96152	$ 1,400.00	$ 391,121.80
219-044.001-5	CE	$ 600.00	1/3/2022	96152	$ 600.00	$ 390,521.80
Pay App 1	Floore Industrial Contractors	$ 56,965.80	1/3/2022	96186	$ 56,965.80	$ 333,556.00
219-044.001-6	CE	$ 600.00	2/7/2022	96509	$ 600.00	$ 332,956.00
Pay App 2	Floore Industrial Contractors	$ 149,541.88	2/7/2022	95414	149,541.88	$ 183,414.12
219-044.001-7	CE	$ 1,800.00	3/7/2022	97133	1,800.00	$ 181,614.12
Pay App 3	Floore Industrial Contractors	$ 38,019.85	3/7/2022	97176	$ 38,019.85	$ 145,394.27
219-044.001-8	CE	$ 6,000.00	4/4/2022	97646	$ 6,000.00	$ 139,394.27
Pay App 4-Final	Floore Industrial Contractors	$ 12,869.87	4/4/2022	97683	$ 12,869.87	$ 126,524.40
219-044.001-9	CE	$ 1,200.00	5/2/2022	98069	$ 1,200.00	$ 125,324.40
219-044.001-10	CE	$ 4,300.00	6/6/2022	98442	$ 4,300.00	$ 121,024.40

Attachment: Payment Request 10 for FY20 McLeod Park RV Park Expansion and Pier Construction - signed (10992 : Authorize Board President

Project Sign

Attachment: Payment Request 10 for FY20 McLeod Park RV Park Expansion and Pier Construction - signed (10992 : Authorize Board President

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
864 Highway 90
Bay St. Louis, MS 39520

Invoice number 219-044.001-9
Date 03/31/2022

Project 219-044.001 MCLEOD PARK IMPROVEMENTS PHASE II

Period of Service: February 25 - March 31, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Design	14,000.00	100.00	14,000.00	14,000.00	0.00
Construction Phase	12,000.00	85.00	9,000.00	10,200.00	1,200.00
Post Construction	5,000.00	0.00	0.00	0.00	0.00
Total	34,500.00	80.29	26,500.00	27,700.00	1,200.00

Invoice total 1,200.00

157-530 - 555

Attachment: Payment Request 10 for FY20 McLeod Park RV Park Expansion and Pier Construction - signed (10992 : Authorize Board President

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98069	05/02/2022	$92,268.48

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
03/31/2022	220-076.006-23	ANNER NECAISE RD BRIDGE	$190.00
03/31/2022	221-076.004-7	BAYOU CADDY MARINA	$500.00
03/31/2022	220-076.004-21	BOGUE HOMA BAYOU BRIDGE	$505.00
03/31/2022	220-076.004-20	BOGUE HOMA BAYOU BRIDGE	$720.00
03/31/2022	219-076.002-32	CRANE CREEK BRIDGE	$1,100.00
03/31/2022	219-044.001-9	MCLEOD PK PHASE II	$1,200.00
03/31/2022	220-076.008-18	REPAIRS TO HC ARENA	$1,500.00
03/31/2022	221-054-6	RESURFACE LAKESHORE RD	$1,800.12
03/31/2022	221-076.008-5	REPAIRS TO HC ARENA	$1,875.00
03/31/2022	221-042-8	WASHINGTON ST PIER	$1,920.00
04/18/2022	221-076.006-8	CLERMONT HARBOR PIER EXPAND	$2,700.00
03/31/2022	221-076.010-4	SPAN REPAIR ON ANNER NECAISE RD	$3,270.00
03/31/2022	221-030-9	CRAZY HORSE DR	$3,377.80
03/31/2022	221-076.001-18	ELEVATE SILVER SLIPPER RD	$4,290.00
03/31/2022	221-044-8	HC BEACH	$4,875.00
03/13/2022	221-076.011-6	FAIRGROUNDS	$6,000.00
03/31/2022	221-074-6	BEACH BLVD STORM REPAIRS	$6,875.56
03/31/2022	219-076.002-31	CRANE CREEK BRIDGE	$7,020.00
03/31/2022	220-076.005-17	BAYOU MARONE BRIDGE	$14,400.00
03/31/2022	221-076.001-17	ELEVATE SILVER SLIPPER RD	$28,150.00

Check Date
05/02/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Ninety-Two Thousand Two Hundred And Sixty-Eight Dollars And Forty-Eight Cents *** **$92,268.48**

VOID

Pay To The Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A. Kelley

Attachment: Payment Request 10 for FY20 McLeod Park RV Park Expansion and Pier Construction - signed (10992 : Authorize Board President

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 219-044.001-10
Date 04/30/2022

Project 219-044.001 MCLEOD PARK IMPROVEMENTS PHASE II

Period of Service: April 1 - 28, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Design	14,000.00	100.00	14,000.00	14,000.00	0.00
Construction Phase	12,000.00	100.00	10,200.00	12,000.00	1,800.00
Post Construction	6,000.00	50.00	0.00	2,500.00	2,500.00
Total	34,500.00	92.75	27,700.00	32,000.00	4,300.00

Invoice total 4,300.00

157.530 -555
88

Attachment: Payment Request 10 for FY20 McLeod Park RV Park Expansion and Pier Construction - signed (10992 : Authorize Board President

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	98442	06/06/2022	$71,355.69

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/28/2022	221-076.006-9	CLERMONT HARBOR PIER	$250.00
04/30/2022	219-076.002-34	CRANE CREEK	$264.00
04/30/2022	220-076.005-19	BAYOU LACROIX	$500.00
04/07/2022	222-010.003-1	TEXAS FLAT RD	$600.00
03/21/2022	222–010.002-1	KAPALAMA DR	$745.00
04/30/2022	221-042-9	WASHINGTON ST PIER	$1,440.00
04/30/2022	221-076.011-8	FAIRGROUNDS	$2,405.00
04/30/2022	221-076.008-6	HC ARENEA PHASE 2	$3,750.00
04/30/2022	219-044.001-10	MCLEOD PK	$4,300.00
04/30/2022	221-054-7	LAKESHORE RD	$4,846.47
04/30/2022	221-074-7	BEACH STORM REPAIRS	$5,672.42
04/30/2022	219-076.002-33	CRANE CREEK	$7,020.00
04/30/2022	220-076.005-18	BAYOU LACROIX	$7,200.00
05/23/2022	221-076.011-7	FAIRGROUNDS	$8,000.00
04/30/2022	212-033-30	KILN-DELISLE BRIDGE	$24,362.80

Check Date
06/06/2022

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Seventy-One Thousand Three Hundred And Fifty-Five Dollars And Sixty-Nine Cents *** **$71,355.69**

Pay To The Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

VOID

Timothy A. Kelley

Attachment: Payment Request 10 for FY20 McLeod Park RV Park Expansion and Pier Construction - signed (10992 : Authorize Board President

TheFirst
A NATIONAL BANKING ASSOCIATION

Account: PUB CKG 0001
Date: 6/15/2022

ENDORSE HERE

X _____

FOR DEPOSIT ONLY
COMPTON ENGINEERING, INC.
ACCT. NO. 070254566

☐ CHECK HERE IF MOBILE DEPOSIT

FOR MOBILE DEPOSIT ONLY TO _____ FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

00022-06-08
159070040710003
>065503681<

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Microprint Border Lines and Separator Lines: small print appears as dotted lines when photocopied

Security Screen: absence of "Original Document" verbiage on back of check when photocopied

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Heat Sensitive Ink: Red image will fade with heat. Rub, hold between thumb & finger or breathe on image for reaction

Invisible Fluorescent Fibers

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*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

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PO BOX 686
PASCAGOULA, MS 39568-0686

Timothy A Kelley

AUTHORIZED SIGNATURE

[redacted]

Security Warning Details On Back

Attachment: Payment Request 10 for FY20 McLeod Park RV Park Expansion and Pier Construction - signed (10992 : Authorize Board President

Leetown
Fire Department

24440 Rester Rd.
Picayune MS 39466

06/13/22

We the the members of Leetown Fire Department along with the board of commissioners have voted and accepted Brandon Hoda for the position of commissioner in a regularly scheduled business meeting.

Commissioner president _____

Fire department president _____

Fire department Chief _____

Attachment: Brandon Hoda Letter (10984 : Approve Brandon Hoda Leetown Commissioner Appointment)

OFFICE SUPPLY BID
EFFECTIVE 7/01/2022-12/31/2022

OFFICE SUPPLIES	S&L	Sun Coast
MANILLA FILE FOLDERS		
1/3 cut Letter size	$8.65	$8.63
1/3 cut Legal size	$11.85	$12.65
#10 REGULAR BUSINESS ENVELOPES - WHITE 500/BX	$13.76	$14.65
STANDARD STAPLES - 5000/BX	$0.61	$0.84
PAPER CLIPS		
NO.1 - 100/BX	$0.18	$0.32
Jumbo - 100/BX	$0.48	$0.99
BINDER CLIPS-12/BX		
Small 3/8" x 3/4" width - 12/BX	$0.26	$0.28
Medium 5/8" x 1 3/4" width - 12/BX	$0.60	$0.64
Large 1" x 2" width - 12/BX	$1.57	$1.75
RULED WRITING PADS		
8 1/2 x 14 Canary & White	$14.20	$16.79
8 1/2 x 11 Canary & White	$10.18	$10.93
5 x 8 Canary & White	$6.81	$7.60
COPY PAPER		
8 1/2 x 11 Plain White 20LB	$45.55	$40.32
8 1/2 x 14 Plain White 20LB	$72.10	$69.98

Attachment: Office_July 2022 (10946 : Accept 6 month County Term Bids)

JANITORIAL TERM BID
EFFECTIVE 7/01/2022-12/31/22

JANITORIAL SUPPLIES	S&L	Sun Coast
TOILET TISSUE 2 PLY 500 SHEETS (96 ROOLS/CS)		
4" X 3.25" SHEET SIZE MINIMUM	$43.62	$38.42
JR. JUMBO 9" DIAMETER 2 PLY - 1000 FT (12 RL/CS)		
3.5" WIDTH MINIMUM	$38.25	$19.10
JUMBO TOILET TISSUE - 2000 FT. (6 ROLLS/CS)		
3/5" WIDTH MINIMUM	$32.05	$26.00
HOUSEHOLD PAPER TOWEL 11 X 8.8 2 PLY		
85 SHEETS/ROLL - 30 ROLLS/CS	$28.72	$22.78
BROWN ROLL PAPER TOWELS 8" X 350 FT		
12 ROLLS/CS	$14.02	$21.95
WHITE ROLL PAPER TOWELS 8" X 350FT		
12 ROLLS/CS	$17.58	$27.80
BROWN MULTIFOLD PAPER TOWELS		
ENCORE 38-4825 OR EQUAL (4000/CS)	$19.35	$18.98
WHITE MULTIFOLD PAPER TOWELS		
ATC 1814 OR EQUAL (4000/CS)	$19.95	$23.75
INSULATED FOAM CUPS 8 OZ		
08-8J8 OR EQUAL (1000/CS)	$34.35	$39.98
SOFT PLASTIC CUPS 12 OZ		
12SN OR EQUAL (1000/CS)	$63.44	$29.98
ANTIBACTERIAL LIQUID SOAP 1 GAL		
SNE02AHS OR EQUAL (4/CS)	$41.73	$31.02
60 GAL. 2.0 MIL BLACK TRASH LINERS		
GAT60SXH OR EQUAL (10/10 PER CASE)	$45.98	$40.07
16 GAL WHITE TRASH LINERS		
W2432X OR EQUAL	$29.55	$21.40
33 GALLON, 1.5MIL, TRASH LINERS		
GAT40SXH OR EQUAL (100/CS)	$31.60	$25.88
DISINFECTANT CLEANER		
8680060 OR EQUAL (4/GAL/CS)	$55.95	$44.00
GLASS CLEANER		
HUS420G OR EQUAL (4GAL/CS)	$46.25	$26.57
BLEACH		
CC1GBLEACH OR EQUAL (6/CASE)	$22.35	$20.78
MOP HEAD NO. 32		
BWK2032CEA OR EQUAL, CUT END, COTTON	N/A	$6.40
ANGLE BROOM		
UNS-932A OR EQUAL	$8.55	$5.69
TOILET BOWL BRUSH		
RCP631000WE OR EQUAL	$3.05	$4.02
TOILET BOWL CLEANER		
HUS320Q OR EQUAL, NON-ACID, 32OZ.,	$3.75	$2.75
VINYL GLOVES, MED GRADE		
AME500LARGE OR EQUAL, 500/BX, LARGE	$14.25	$3.30

Attachment: Janitorial_July 2022 (10946 : Accept 6 month County Term Bids)

CREDIT CARD REPORT		
JUNE 20, 2022		
CARD	**EXPENSES**	
COUNTY P-CARD		
VISA ***0055	**$1,226.69**	**Balance**
Tax: Training/Testing	$194.73	The Appraisal Foundation
IT: Training	$199.00	CompTia
BOS: Conference	$600.00	NACO
IT: Subscription-website hosting	$79.99	GoDaddy.com
Sheriff: Winch Rope	$152.97	Amazon
COUNTY TRAVEL		
VISA ***4987	**$1,991.04**	**Balance**
BOS/Tax: MAS Conference	$1,991.04	Beau Rivage
SHERIFF-TRAVEL		
VISA*0647**	**$9.72**	**Balance**
Sheriff: Inmate pick-up	$9.72	Bucee's
SHERIFF-TRAVEL		
VISA ***1363	**$404.94**	**Balance**
Sheriff:Hotel	404.94	Golden Nugget Biloxi
SHERIFF-TRAVEL		
VISA***0654	**$0.00**	**Balance**

Attachment: 06202022 CREDIT CARD REPORT (10947 : Approve credit card report for June 20, 2022 docket)

Buy From DakTech.
Buy With Confidence.
DakTech Quote

Quote Valid for 14 Days From Date of Receipt

Prepared for Hancock County Board of Supervisors MS EPL 3760 Expires: 06-30-23

Machine Type Discovery H610 Desktop
Number QUO-12770-R9B0T8

Details

Product	Quantity
DTDY610 System Type DakTech Discovery H610 Desktop	20.00
H610MAD4CSM System Board ASUS Prime H610M-A D4 System Board w/ Ethernet, Sound and Video	20.00
BL63130 Chassis InWin BL631 Micro ATX Low Profile w/300 Watt PS 2 Front 3.0 USBs - requires low profile cards (13" x 3.8" x 14.4")	20.00
BX8071512400 Processor Intel® Core™ i5-12400 12th Gen Processor 18M Cache, Up to 4.40GHz(UHD 730 Graphics) 6C	20.00
D8GBDDR43200- 2 Memory 16GB DDR4 3200MHz (2-8GB)	20.00
WDS500G3X0C m.2 SSD 500GB WD Black m.2 NVMe PCIe SSD	20.00
INCLUDED Video Card Integrated Intel HD Graphics	0.00
INCLUDED Sound Integrated Realtek 7.1 Audio Surround Sound Hi-Def	0.00
920002565 Keyboard/Mouse Combo Logitech 104 USB Black Keyboard & Mouse Combo	20.00
KR500007 Software Microsoft Windows 11 Professional Downgrade to Windows 10 Pro	20.00
INCLUDED Network Cards Intel I219LM Gigabit Ethernet	0.00
INCLUDED Warranty 7 Year Parts & Labor Workstation Warranty Free Lifetime Tech Support	0.00

Number of Units	20
Approved Price/ Unit	**$949.00**
Total Sales Tax	$0.00
Total Freight	**Includes shipping!!!**
Total Amount	**$18,980.00**

DakTech SalesPerson	Email Address	Fax Number	Phone
Mike Tupa	mtupa@daktech.com	701 282-9690	888-761-8540

Attachment: HancockCountyBoardofSuperH610.061522 (10991 : Approve desktop purchase)

STATE OF MISSISSIPPI

VENDOR INFORMATION

Vendor Number : 3102045342
Vendor :
CATERPILLAR INC.
100 NE ADAMS STREET
PEORIA IL 61615

Contact Name : Patty Redpath
Tel Number : (309) 494-4578
Fax Number :
Email : redpath_patty@cat.com

CONTRACT INFORMATION

Contract Number	: 8200057236
Agency Contract Identifier	: 1130-21-C-SWCT-00392-V012
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/20/2021 - 05/19/2023
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : STEPHEN TUCKER
Telephone : (601) 359-3107
Fax :
E-mail : STEPHEN.TUCKER@DFA.MS.GOV

Supplier Text :
NJPA cooperative contract for construction equipment Only...

The Following Equipment cannot be sold as a part of this contract:

Motorscooters & Trucksters (Incl. All Terrain Types, etc)
Agricultural Equipment Tractors, Farm, Wheel Type
Agricultural Equipment Cutters & Shredder, Flail, Center/Tow
Agricultural Equip Cutter & Shredder, Reel/Rotary,Center/Tow
Agricultural Equip Mower: Steep Slope w/ Cutter Head Telesc.
Agricultural Equip Mower: Tractor Mount Steep Slope w/Cutter
Lawn Maintenance, Aerators, Pluggers, and Spikers
Lawn Maintenance, Blowers, Lawn, Power
Lawn Maintenance, Edgers, Trimmers, and Weed Cutters
Lawn Maintenance, Lawn Mowers, Power, Heavy Duty, Flail Type
Lawn Maintenance, Lawn Mowers, Power, Heavy Duty,Rotary Type
Lawn Maintenance, Lawn Mowers, Power, Light Duty, Reel Type
Lawn Maintenance, Lawn Mowers, Power, Light Duty,Rotary Type
Lawn Maintenance, Lawn Mowers, Riding Type (Incl. Parts)
Lawn Maintenance, Rakers and Combers, Lawn, Power
Lawn Maintenance, Spreaders, Broadcast, Fertilizer and Seed
Lawn Maintenance, Tree Trimming & Pruning (Portable, Power)
Lawn Maintenance, Vacuum Cleaners & Other Litter Pickup
Industrial Machinery, Chain Saws

Notice to Vendor :
Sourcewell cooperative contract for Caterpillar cooperative construction equipment contract only. Buy backs, service agreements, Non-OEM items and leasing/rental equipment are not a part of this contract.

The Following Equipment cannot be sold as a part of this contract:

Motorscooters & Trucksters (Incl. All Terrain Types, etc)

Attachment: R&B_CatB6 (11004 : Approve purchase of a Cat B6 Hammer)

Agricultural Equipment Tractors, Farm, Wheel Type.
Agricultural Equipment Cutters & Shredder, Flail, Center/Tow
Agricultural Equip Cutter & Shredder, Reel/Rotary,Center/Tow
Agricultural Equip Mower: Steep Slope w/ Cutter Head Telesc.
Agricultural Equip Mower: Tractor Mount Steep Slope w/Cutter
Lawn Maintenance, Aerators, Pluggers, and Spikers
Lawn Maintenance, Blowers, Lawn, Power
Lawn Maintenance, Edgers, Trimmers, and Weed Cutters
Lawn Maintenance, Lawn Mowers, Power, Heavy Duty, Flail Type
Lawn Maintenance, Lawn Mowers, Power, Heavy Duty,Rotary Type
Lawn Maintenance, Lawn Mowers, Power, Light Duty, Reel Type
Lawn Maintenance, Lawn Mowers, Power, Light Duty,Rotary Type
Lawn Maintenance, Lawn Mowers, Riding Type (Incl. Parts)
Lawn Maintenance, Rakers and Combers, Lawn, Power
Lawn Maintenance, Spreaders, Broadcast, Fertilizer and Seed
Lawn Maintenance, Tree Trimming & Pruning (Portable, Power)
Lawn Maintenance, Vacuum Cleaners & Other Litter Pickup
Industrial Machinery, Chain Saws

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 2	N/A		$ 0.00	Construction equipment	-
		0.00 %		0.00	N/A

Distributor : PUCKETT MACHINERY CO,THOMPSON MACHINERY COMMERCE

Distributors :

ID : 3100017384
PUCKETT MACHINERY CO
PUCKETT RENTS
PO BOX 321033
FLOWOOD MS 39232
Telephone : (601) 969-6000
Fax :

ID : 3100015766
THOMPSON MACHINERY COMMERCE
PO BOX 535496
ATLANTA GA 30353-6220
Telephone :
Fax :

Attachment: R&B_CatB6 (11004 : Approve purchase of a Cat B6 Hammer)

Puckett Rents CAT THE Rental STORE

SOURCEWELL QUOTE

We are pleased to make the following proposal for your consideration. The machine includes all standard equipment, plus the options listed below. Any changes in equipment configuration will affect the quotation price.

Prepared For: HANCOCK COUNTY RD

Date of Bid: June 7, 2022
Expires: July 6, 2022

Member No:

Quantity	Product	Asset No	Description
1	Caterpillar B6 Hammer		B6 HAMMER BRACKET & LINES MOIL

Options:

Terms: Net Cash due upon receipt of invoice.

SOURCEWELLContract Number:	032119-CAT
Caterpillar Supplier Number:	3102045342
MS State Contract Number:	8200057236

Warranty: 24 month 2,000 hour total machine standard warranty

Availability: Delivery can be made within 60-90 days from the date of the order.

List Price:	$10,201.00
SOURCEWELL Discount:	($1,530.15)
Adjusted Sales Price:	$8,670.85
Trade-In Allowance:	
Approximate Trade-In Payoff*:	
PR Inventory Reduction Discount:	($408.04)
Freight, Prep, and Delivery:	
Total proposed Sales Price**	$8,262.81

Thank you for this opportunity. We look forward to continued business with you.

Sincerely,

JOSH PARKER
Sales Representative
Cell: (601) 750-7373

*Payoff on Trade-In is an approximate figure. Actual payoff will be calculated at the time of sale.

**Applicable sales tax will be in addition to prices quoted.

RICHLAND
Puckett Rents
406 Hwy 49 South
Richland, MS 39218
(601)939-5151

HATTIESBURG
Puckett Rents
7182 Hwy 49 North
Hattiesburg, MS 39402
(601)264-1111

BILOXI
Puckett Rents
9207 West Oaklawn Rd
Biloxi, MS 39532
(228)392-2211

MADISON
Puckett Rents
608 Church Road
Madison, MS 39110
(601)859-5131

MERIDIAN
Puckett Rents
1105 South Frontage Rd
Meridian, MS 39301

Attachment: R&B_CatB6 (11004 : Approve purchase of a Cat B6 Hammer)

Morreale Construction LLC

Morreale Construction LLC
723 Faith St
Waveland, MS 39576
228-493-4878

Estimate

Date	Estimate #
6/15/2022	

Name / Address
Hancock County Board of Supervisors 854 Highway 90, Suite A Bay St. Louis, MS 39520

Project

Description	Qty	Cost	Total
Demo Building, Slab & haul off debris Old Youth Court Building & Slab		11,800.00	11,800.00

Subtotal	$11,800.00
Sales Tax (7.0%)	$0.00
Total	$11,800.00

Attachment: Demo_YouthCourt (10990 : Approve Youth Court Demo)

Next Generation Excavation

16076 Fire Department Rd

Kiln, MS 39556

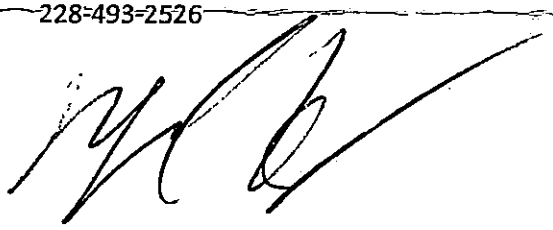
To Whom It May Concern:

This is a quote from Next Generation Excavation for a demolition and haul out of debris for the old Hancock County Justice Court Building. Next Generation will do this for the amount of $13,500. If you should have any questions you can reach out to Michael Henley.

Regards,

Michael Henley

228-493-2526



Attachment: Demo_YouthCourt (10990 : Approve Youth Court Demo)

Regular Meeting of the Hancock County Planning Commission held on June 2, 2022

Those Present: R. Ladner, Mays and Koenig

Also Present
Anthony Cuevas, Director of Planning & Zoning

Lance Ghidroz-Special Exception Use and Site Plan Review-Public Hearing

The Commission considered the application of Lance Ghidroz requesting to dig a 1-acre retention pond and a 3-acre pond in the future. The dirt from the pond will be leaving the property. The retention pond will help supply water to existing crawfish ponds that are around 2 1/2 ft. deep. The property is located on Road 357 Kiln, MS 39556 just north of Rocky Hill Dedeaux Rd. The parcel numbers for the property are 055 -0-21-012.001 and 055 -0-21-008.000. The property is currently zoned A-1 General Agricultural.

Mr. Wade Ladner was present at the meeting and expressed concern about water leaving the property and entering his property.
Mrs. Sharon Malley was present at the meeting and concerned about the water leaving the property and entering her property.

Mr. Ghidroz explained to the Commission that the water would not discharge his property any different than what it does currently.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Ladner to recommend the Special Exception Use and Site Plan Review for the 1-acre retention pond and future 3-acre pond with the dirt leaving the property.

Ray & Jeannemarie Chatagnier-Variance Request-Public Hearing

The Commission considered the application of Ray & Jeannemarie Chatagnier requesting to have a variance from the set-back requirements of 20 ft. on the front property line, 10 ft. on the rear property line and 3 ft. 11 inches on one side property line instead of the required 5 ft. setback requirement. Also, requesting a 20% coverage variance from the 60% lot coverage to have 80% lot coverage in order to build a residential home on a smaller than normal lot in Jourdan River Shores Subdivision. The property is located at 15145 Chickasaw Rd. Kiln, MS 39556. The parcel number for the property is 069N-1-31-036.000. The property is currently zoned R-1 Single Family Residential.

No public comment on the application for or against.

Mr. Chatagnier was present at the meeting and explained to the Commission that he would like to construct a house on this lot that is smaller than normal and the variances would allow him to fit the proposed structure on the lot and that the front of the house would be in line in regard to the distance from the street with the existing homes on the street.

Attachment: 6-2-22 P&Z Minutes (11008 : June 2, 2022 P&Z Minutes)

After discussion on the matter it was unanimously adopted on the motion of Commissioner Mays to recommend the Variance Request for the setbacks and the lot coverage.

Michael Hudson-Site Plan Review

The Commmision considered the application of Michael Hudson requesting a Site Plan Review for a R.V. Park to include 154 sites and beautification projects. The property is located at 6130 Bayou LaCroix RD. Bay St. Louis, MS 39520. The parcel numbers for the property are 134F-0-18-004.000 and 134L-0-19-002.000. The property is currently zoned A-1 General Agricultural.

Mr. Hudson explained to the Commission that he would like to include 154 R.V. sites along with the beautification projects for his proposed R.V. Park. Mr. Hudson also informed the Commission that he is previously in communication with the Hancock County Port & Harbor Commission to lease several acres to the west and north which is included on the site plan.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Ladner to recommend approval of the Site Plan Review to include the 154 sites along with the beautification projects contingent on Mr. Hudson providing a Lease from the Hancock County Port & Harbor Commission for the area to the west and north included on the Site Plan as presented.

Allen Keith Dossett-Mini Subdivision

The Commission considered the application of Allen Keith Dossett requesting to divide a 3.2-acre parcel of property into two 1.6- acres. The property is located at 9301 Road 299 Picayune, MS 39466. The parcel number for the property is 072 -0-03-004.002. The property is currently zoned A-1 General Agricultural.

Mr. Dossett was present at the meeting and explained to the Commission that he would like to divide the property into two parcels in order to construct two houses.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Koenig to recommend approval of the proposed subdivision as a mini subdivision based on the findings that said division meets the previously established criteria for a mini subdivision and that formal compliance with the requirements of the Subdivision Regulations is not necessary, but subject to the stipulations and on the condition that the applicant files an affidavit of subdivision in the public land records along with a certified survey showing new parcels with the legal descriptions.

Michael Felter-Request for Extension

The Commission considered the application of Michael Felter agent for Jourdan River Resort & Yacht Club, requesting a one-year extension for the previously approved preliminary plan of Phase 1 of Jourdan River Resort & Yacht Club. The property is located at 5200 Nicola Rd. Kiln, MS 39556. The parcel numbers for the property are 069 -0-39-009.001, 069 -0-32-002.001, 069 -0-29-003.002 and 068 -0-33-02.001. The properties are currently zoned A-1 General Agricultural.

Mr. Felter was present along with Donavan Scruggs and Eric Necaise, they explained to the Commission that the request for the Delineation of the wetlands around the proposed area on the property was still in the office of the Mississippi Department of Environmental Quality. Mr. Felter explained to the

Attachment: 6-2-22 P&Z Minutes (11008 : June 2, 2022 P&Z Minutes)

Commission that he has since brought on Eric Necaise and removed the previous environmentalist that had been working on the project. Mr. Felter stated the scope of work going forward was for the entire property to move through an environmental process for the wetlands.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Koenig to recommend the one-year extension for the Jourdan River Resort & Yacht Club Project for all previous approvals including the Phase 1 and the original Planned Unit Development.

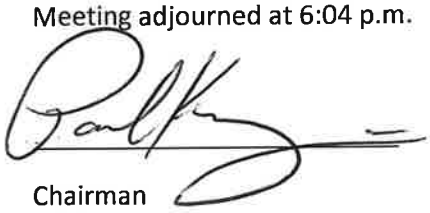
Irvin Templet-Conditional Use

The Commission considered the application of Irvin Templet requesting to construct a 3rd residential structure on a 52-acre parcel of property, with the original home to be restored. The property is located at 13280 Old Kiln Rd. Picayune, MS 39466. The parcel number for the property is 043 -0-07-005.000. The property is currently zoned A-1 General Agricultural.

Mr. Templet was present at the meeting and explained to the Commission that he would like to construct a new home on a 52-acre parcel of property. He also stated that the original home, which would be included as one of the three structures if approved, would be restored.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Ladner to recommend approval of the third structure to be placed on the 52-acre parcel of property.

Meeting adjourned at 6:04 p.m.



Chairman

Attachment: 6-2-22 P&Z Minutes (11008 : June 2, 2022 P&Z Minutes)

2022 FEMA FLOOD MITIGATION ASSISTANCE SWIFT CURRENT PROGRAM

OVERVIEW

FLOOD MITIGATION DOLLARS FOR **NFIP-INSURED** SEVERE REPETITIVE LOSS, REPETITIVE LOSS, AND SUBSTANTIALLY DAMAGED PROPERTIES

SWIFT CURRENT FUNDING: $5 MILLION

ELIGIBLE STRUCTURES

SEVERE REPETITIVE LOSS - STRUCTURE COVERED UNDER FLOOD INSURANCE, HAS INCURRED FLOOD-RELATED DAMAGE.
- FOUR OR MORE SEPARATE NFIP CLAIMS PAYMENTS HAVE BEEN MADE WITH THE AMOUNT OF EACH CLAIM EXCEEDING $5,000 AND WITH THE CUMULATIVE AMOUNT OF CLAIMS EXCEEDING $20,000.

REPETITIVE LOSS - THE STRUCTURE HAS INCURRED FLOOD-RELATED DAMAGE ON TWO OCCASIONS, IN WHICH THE COST OF REPAIR ON AVERAGE EQUALED OR EXCEEDED 25% OF THE MARKET VALUE OF THE STRUCTURE AT THE TIME OF EACH FLOOD EVENT.

SUBSTANTIAL DAMAGE - DAMAGE SUSTAINED BY A STRUCTURE WHEREBY THE COST OF RESTORING THE STRUCTURE TO ITS BEFORE DAMAGED CONDITION WOULD EQUAL OR EXCEED 50% OF THE MARKET VALUE OF THE STRUCTURE BEFORE THE DAMAGE OCCURRED.

WHO IS ELIGIBLE?

LOCAL GOVERNMENTS:
CITIES
TOWNSHIPS
COUNTIES
SPECIAL DISTRICT GOVERNMENTS
TRIBAL GOVERNMENTS

(CAN APPLY ON BEHALF OF AN INDIVIDUAL)

ELIGIBLE PROJECTS

- PROPERTY ACQUISITION AND STRUCTURE DEMOLITION/RELOCATION
- DRY FLOODPROOFING OF HISTORICAL RESIDENTIAL OR NON-RESIDENTIAL STRUCTURES
- STRUCTURE ELEVATION
- NON-STRUCTURAL RETROFITTING OF EXISTING BUILDINGS AND FACILITIES
- MITIGATION RECONSTRUCTION
- STRUCTURAL RETROFITTING

COST-SHARE

SUBSTANTIALLY DAMAGED STRUCTURE

SEVERE REPETITIVE LOSS STRUCTURE

REPETITIVE LOSS STRUCTURE

DEADLINE

APPLICATIONS MUST BE SUBMITTED TO MEMA BY JULY 1, 2022

CONTACT: MS-FLOODS@MEMA.MS.GOV

Attachment: FEMA Flood Mitigation Assistance (10901 : Discussion regarding FEMA Flood Mitigation Assistance)

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

June 20, 2022

Mississippi Department of Revenue
Attn: Ms. Wendy Bradley
P.O. Box 1140
Jackson, MS 39215

Re: Request for Tag for Unmarked Police Vehicles

Dear Ms. Bradley:

Enclosed please find our check in the amount of **$16.00** to cover the cost of the tag of the Hancock County unmarked / undercover police vehicles listed below.

YEAR	MAKE	MODEL	VIN #	COUNTY
2022	FORD	F150	1FTFW1E55NFA93637	BOLIVAR

If you require anything further, please feel free to contact me at the number or email listed below.

Thank you,

Jimmie Ladner
Hancock County Administration
Finance Department
Phone: 228.467.6012
Email: jimmie.ladner@co.hancock.ms.us

Attachment: Request 06202022 (10949 : Approve purchase of undercover tag)

STIVERS FORD LINCOLN, INC.
4000 EASTERN BLVD
MONTGOMERY, AL 36116
334-613-5000

CERT#:
CUST#: Z9888
Dealer License No.:
Deal Number: 85105

RETAIL PURCHASE AGREEMENT (BILL OF SALE)

Purchaser's Name(s): HANCOCK COUNTY OF BOARD OF SUPERVISORS OFFICE Date: 06/08/2022

Street Address: 854 HIGHWAY 90 STE A BAY SAINT LOUIS, MS 39520-8602 County:

Telephone (1): 228-467-0172 Telephone (2): DOB:

E-mail: D.L./State I.D.#: Issuing State: Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	COLOR	STOCK NO.
2022	FORD	F150	BLACK	Z9888

VIN/SERIAL NO.	ODOMETER READING	BODY TYPE
1FTFW1E55NFA93637	☐ Not Accurate 19	PU

THE VEHICLE IS:	PRIOR USE DISCLOSURE:	SALESPERSON
☒ NEW ☐ USED	☐ DEMONSTRATOR ☐ FACTORY OFFICIAL ☐ RENTAL ☐ OTHER	GARY MONTGOMERY

WARRANTY STATEMENT

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción Española: Guía para compradores de vehículos usados. La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provisión que establezca lo contrario y que aparezca en el contrato de venta.

☐ **Used Vehicle Limited Warranty Applies.** We are providing a **Used Vehicle Limited Warranty** in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

TRADE-IN VEHICLE INFORMATION

Year:	Make:	Model:	Color:
N/A	N/A	N/A	N/A

VIN/Serial No: N/A — Odometer Reading: ☐ Not Accurate N/A

Trade-In Allowance: N/A — Balance Owed & Lienholder: N/A

*The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement (Bill of Sale). In the case of a Deposit, we will refrain from selling the Vehicle for _____ days.

X _____ X N/A

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

☐ PLEASE SEE THE DELIVERY CONFIRMATION

☐ PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

Penalty of fifteen dollars ($15.00) due if vehicle is not registered in the name of the new owner within 20 calendar days.

CASH PRICE OF VEHICLE	49873.50
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
TITLE FEE	16.50
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
TOTAL DUE	49890.00
LESS DEPOSIT/DOWN PAYMENT*	N/A
LESS REBATE	N/A
LESS TRADE DIFFERENCE	N/A
LESS CASH DUE AT DELIVERY	N/A
AMOUNT TO BE FINANCED (See Paragraphs 11, 14 and 16)	49890.00

I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

06/08/2022
Purchaser

06/08/2022
Accepted by Authorized Dealership Representative

N/A
Purchaser

DealerCAP

94447*1*SFLM-FI
CATALOG #8963260

06/07/2022 06:18 pm

© 2020 CDK

Attachment: Request 06202022 (10949 : Approve purchase of undercover tag)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
3784	ADMINISTRATIVE OFFICE	0001		INV	06/20/2022	MAY 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001160 5411		CHANC CT	REP		6,487.37			
	2 001160 5414		CHANC CT	CT ADM FEE		2,958.58			
	3 001161 5418		CIRC CT	COURT REPO		6,707.60			
	4 001161 5414		CIRC CT	CT ADM FEE		2,290.48			
	5 001160 5550		CHANC CT	LEGAL FEES		210.93			
	6 001161 5550		CIRC CT	LEGAL FEES		352.33			
							19,007.29		
						CHECK TOTAL	**19,007.29**		
7618	AT&T	0000		INV	06/20/2022	1275633502			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		47.68			
							47.68		
						CHECK TOTAL	**47.68**		
7867	AT&T	0000		INV	06/20/2022	2021500704			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001631 5504		CNTY AGENT	INTERNET		251.56			
	2 001151 5504		BLDS/GRNDS	INTERNET		251.56			
							503.12		
						CHECK TOTAL	**503.12**		
7867	AT&T	0000		INV	06/20/2022	2096400707			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		812.62			
							812.62		
						CHECK TOTAL	**812.62**		
7867	AT&T	0000		INV	06/20/2022	5682710704			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		387.47			
	2 001200 5502		SHERIFF	TELEPHONE		387.47			
							774.94		
						CHECK TOTAL	**774.94**		

Attachment: 06202022 docket (10955 : Approve docket of claims for June 20, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0000		INV	06/20/2022	2079400708			

ACCOUNT DETAIL					LINE AMOUNT
1	097110	5504	EMER 911	INTERNET	374.73
					374.73
				CHECK TOTAL	**374.73**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0001		INV	06/20/2022	JUNE1,2022			

ACCOUNT DETAIL					LINE AMOUNT
1	001151	5502	BLDS/GRNDS	TELEPHONE	59.76
2	001101	5502	CHANC CLK	TELEPHONE	13.32
3	001151	5502	BLDS/GRNDS	TELEPHONE	84.83
4	001151	5502	BLDS/GRNDS	TELEPHONE	40.34
5	001151	5502	BLDS/GRNDS	TELEPHONE	80.68
6	001630	5502	SOIL CONS	TELEPHONE	42.06
7	001400	5502	HEALTH	TELEPHONE	82.18
8	001200	5502	SHERIFF	TELEPHONE	200.00
9	001151	5502	BLDS/GRNDS	TELEPHONE	13.14
10	001151	5502	BLDS/GRNDS	TELEPHONE	94.25
11	001260	5502	EMA	TELEPHONE	71.96
12	001630	5502	SOIL CONS	TELEPHONE	79.95
13	001151	5502	BLDS/GRNDS	TELEPHONE	2.50
14	001151	5502	BLDS/GRNDS	TELEPHONE	355.94
15	001200	5502	SHERIFF	TELEPHONE	44.59
16	001105	5502	TAX/COL	TELEPHONE	159.96
17	001163	5502	YOUTH CT	TELEPHONE	25.10
18	001105	5502	TAX/COL	TELEPHONE	3.00
19	001151	5502	BLDS/GRNDS	TELEPHONE	171.06
20	001151	5502	BLDS/GRNDS	TELEPHONE	35.06
21	001151	5502	BLDS/GRNDS	TELEPHONE	39.42
22	001168	5502	DA OFFICE	TELEPHONE	13.14
23	001151	5502	BLDS/GRNDS	TELEPHONE	13.14
24	001168	5504	DA OFFICE	INTERNET	68.44
25	001102	5504	CIRC CLK	INTERNET	68.41
					1,862.23
				CHECK TOTAL	**1,862.23**

Attachment: 06202022 docket (10955 : Approve docket of claims for June 20, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0001		INV	06/20/2022	JUNE 1, 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		204.00			
							204.00		
						CHECK TOTAL	**204.00**		
7867	AT&T	0001		INV	06/20/2022	JUNE 1. 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		1,111.74			
							1,111.74		
						CHECK TOTAL	**1,111.74**		
7867	AT&T	0001		INV	06/20/2022	JUN 1, 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5544		EMER 911	MNT AG		4,052.00			
							4,052.00		
						CHECK TOTAL	**4,052.00**		
9600	BXS INSURANCE	0000		INV	06/20/2022	404979			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 502158 5599		WC CLR	OTHER CONT		76,375.75			
							76,375.75		
9600	BXS INSURANCE	0000		CRM	06/20/2022	417526			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5570		BLDS/GRNDS	INSURANCE		-8,785.00			
							-8,785.00		
9600	BXS INSURANCE	0000		INV	06/20/2022	403548			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5570		BLDS/GRNDS	INSURANCE		53,478.00			
							53,478.00		
9600	BXS INSURANCE	0000		INV	06/20/2022	403543			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5570		BLDS/GRNDS	INSURANCE		57,036.00			
							57,036.00		
9600	BXS INSURANCE	0000		INV	06/20/2022	hanccou-03			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5570		BLDS/GRNDS	INSURANCE		600.50			
							600.50		

Attachment: 06202022 docket (10955 : Approve docket of claims for June 20, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**178,705.25**		
2425	C SPIRE WIRELESS	0000		INV	06/20/2022	5-1 TO 5-31-2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		4,519.97			
							4,519.97		
						CHECK TOTAL	**4,519.97**		
105	CITY OF BAY ST LOUIS	0000		INV	06/20/2022	09-0727-01 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		36.50			
							36.50		
105	CITY OF BAY ST LOUIS	0000		INV	06/20/2022	07-6131-00 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		58.41			
							58.41		
105	CITY OF BAY ST LOUIS	0000		INV	06/20/2022	09-3300-00 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		39.70			
							39.70		
105	CITY OF BAY ST LOUIS	0000		INV	06/20/2022	09-3075-01 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		10.00			
							10.00		
105	CITY OF BAY ST LOUIS	0000		INV	06/20/2022	08-0170-02 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		36.50			
							36.50		
105	CITY OF BAY ST LOUIS	0000		INV	06/20/2022	09-0726-01 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		10.00			
							10.00		
105	CITY OF BAY ST LOUIS	0000		INV	06/20/2022	09-0725-01 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		68.78			
							68.78		
						CHECK TOTAL	**259.89**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	15070-070 MAY 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			1,225.20			
							1,225.20		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	15070-068 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			1,787.37			
							1,787.37		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	15070-052 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION HEAT LIGHT			12.75			
							12.75		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	15070-050 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			283.21			
							283.21		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	116043-012 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			54.10			
							54.10		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	116043-001 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK HEAT LIGHT			51.25			
							51.25		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	116043-003 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS HEAT LIGHT			58.80			
							58.80		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	116043-008 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL HEAT LIGHT			35.02			
							35.02		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	116043-009 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL HEAT LIGHT			63.53			
							63.53		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	116043-010 may2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		55.80			
							55.80		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	116043-011 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		35.28			
							35.28		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	15070-041 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		646.69			
							646.69		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	15070-056 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		49.52			
							49.52		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	15070-053 may2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		47.59			
							47.59		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	504420-038 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5510		ANIM SHLT	HEAT LIGHT		644.14			
							644.14		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	504420-027 may 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		39.15			
							39.15		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	504420-033 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		1,167.25			
							1,167.25		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	61441-001 JUNE22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		409.23			
							409.23		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	69198-001 JUNE22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			85.61		
							85.61		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	3000821-004 JUNE22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			89.82		
							89.82		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	3000821-015 JUNE22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			1,034.62		
							1,034.62		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	114147-001 JUNE22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			409.61		
							409.61		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	112589-001 JUNE22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			60.70		
							60.70		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	100315-001 JUNE22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			1,017.37		
							1,017.37		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	100314-001 JUNE22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			650.13		
							650.13		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	96022-001 JUNE22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			56.71		
							56.71		
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	80846-001 JUNE22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			91.72		
							91.72		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	06/20/2022	3000821-011 june22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		495.62			
							495.62		
						CHECK TOTAL	**10,657.79**		
7975	DIRECT TV	0001		INV	06/20/2022	057460783X220528			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 120200 5513		SHERIFF GA	CABLE TELE		161.35			
							161.35		
						CHECK TOTAL	**161.35**		
4728	FEDEX	0001		INV	06/20/2022	7-670-27568			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		8.10			
							8.10		
4728	FEDEX	0001		INV	06/20/2022	7-670-27569			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		8.06			
							8.06		
						CHECK TOTAL	**16.16**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/20/2022	NP62287639			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		304.82			
							304.82		
						CHECK TOTAL	**304.82**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/20/2022	NP62287753			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001675 5671		BLDG DEPT	GASOLINE		196.22			
							196.22		
						CHECK TOTAL	**196.22**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/20/2022	NP62330307			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		268.28			
							268.28		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**268.28**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/20/2022	NP62330423			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001101 5671		CHANC CLK	GASOLINE		70.42			
	2 001675 5671		BLDG DEPT	GASOLINE		85.94			
							156.36		
						CHECK TOTAL	**156.36**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/20/2022	NP62330182			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5671		SHERIFF	GASOLINE		13,202.34			
							13,202.34		
						CHECK TOTAL	**13,202.34**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/20/2022	NP62287513			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5671		SHERIFF	GASOLINE		11,287.40			
							11,287.40		
						CHECK TOTAL	**11,287.40**		
2862	HANCOCK COUNTY WATER	0000		INV	06/20/2022	109982 may 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		16,042.80			
							16,042.80		
2862	HANCOCK COUNTY WATER	0000		INV	06/20/2022	110291 MAY 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		105.00			
							105.00		
2862	HANCOCK COUNTY WATER	0000		INV	06/20/2022	110289 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		78.00			
							78.00		
2862	HANCOCK COUNTY WATER	0000		INV	06/20/2022	101270 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		40.00			
							40.00		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2862	HANCOCK COUNTY WATER	0000		INV	06/20/2022	110293 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		105.00			
							105.00		
2862	HANCOCK COUNTY WATER	0000		INV	06/20/2022	108970 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		77.50			
							77.50		
2862	HANCOCK COUNTY WATER	0000		INV	06/20/2022	104467 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		67.00			
							67.00		
2862	HANCOCK COUNTY WATER	0000		INV	06/20/2022	110125 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		77.50			
							77.50		
2862	HANCOCK COUNTY WATER	0000		INV	06/20/2022	103076 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		78.00			
							78.00		
						CHECK TOTAL	**16,670.80**		
9478	INDUSTRIAL WELDING SU	0000		INV	06/20/2022	37011681			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5699		RD MNT	OTH CNS		150.89			
							150.89		
						CHECK TOTAL	**150.89**		
913	KILN UTILITY & FIRE D	0000		INV	06/20/2022	010041825 june22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5510		ANIM SHLT	HEAT LIGHT		168.66			
							168.66		
913	KILN UTILITY & FIRE D	0000		INV	06/20/2022	010092600 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		75.00			
							75.00		

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PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	06/20/2022	020100976 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		73.78			
							73.78		
913	KILN UTILITY & FIRE D	0000		INV	06/20/2022	010042090 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		614.05			
							614.05		
913	KILN UTILITY & FIRE D	0000		INV	06/20/2022	020152100 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	06/20/2022	010042105 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		87.48			
							87.48		
913	KILN UTILITY & FIRE D	0000		INV	06/20/2022	010042100 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		1,826.25			
							1,826.25		
913	KILN UTILITY & FIRE D	0000		INV	06/20/2022	010092551 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	06/20/2022	010061810 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	06/20/2022	010092550 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		283.91			
							283.91		
						CHECK TOTAL	**3,204.13**		
99998	BSL POSTMASTER	0000		INV	06/20/2022	BOX # 2428			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001105 5501		TAX/COL	POSTAGE AN		160.00			
							160.00		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**160.00**		
99998	GOLDEN NUGGET ACCOUNT	0000		INV	06/20/2022	Q6PJQ			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5476		JUST CT	MEALS/LDG		619.92			
							619.92		
						CHECK TOTAL	**619.92**		
99998	GOLDEN NUGGET ACCOUNT	0000		INV	06/20/2022	GGJQZ			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5476		JUST CT	MEALS/LDG		539.92			
							539.92		
						CHECK TOTAL	**539.92**		
99998	GOLDEN NUGGET ACCOUNT	0000		INV	06/20/2022	XB2CP			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5476		JUST CT	MEALS/LDG		619.92			
							619.92		
						CHECK TOTAL	**619.92**		
1167	MISSISSIPPI POWER COM	0000		INV	06/20/2022	SB78512-41003 MAY22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		2,059.43			
	2 001151 5510		BLDS/GRNDS	HEAT LIGHT		7,939.80			
							9,999.23		
						CHECK TOTAL	**9,999.23**		
9612	MS DEPT OF REVENUE	0000		INV	06/20/2022	TAG RENEWALS JUNE22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5669		SHERIFF	LIC TAGS		14.75			
							14.75		
						CHECK TOTAL	**14.75**		
9612	MS DEPT OF REVENUE	0000		INV	06/20/2022	1FTFW1E55NFA93637			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5669		SHERIFF	LIC TAGS		16.00			
							16.00		
						CHECK TOTAL	**16.00**		

Attachment: 06202022 docket (10955 : Approve docket of claims for June 20, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
5556	PEARL RIVER CENTRAL W	0000		INV	06/20/2022	310510 MAY 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		17.00			
							17.00		
5556	PEARL RIVER CENTRAL W	0000		INV	06/20/2022	310500 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		17.00			
							17.00		
						CHECK TOTAL	**34.00**		
7030	PEARLINGTON WATER & S	0000		INV	06/20/2022	00000710 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		94.25			
							94.25		
7030	PEARLINGTON WATER & S	0000		INV	06/20/2022	00030003 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		37.25			
							37.25		
						CHECK TOTAL	**131.50**		
9825	Quadient Leasing USA,	0000		INV	06/20/2022	N9428796			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001105 5599		TAX/COL	OTHER CONT		246.03			
							246.03		
						CHECK TOTAL	**246.03**		
8180	SOUTHERN LIGHT, LLC	0001		INV	06/20/2022	305979			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5504		INFO TECH	INTERNET		5,540.10			
							5,540.10		
						CHECK TOTAL	**5,540.10**		
8031	STANDARD DEDEAUX WATE	0000		INV	06/20/2022	010192500 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		

Attachment: 06202022 docket (10955 : Approve docket of claims for June 20, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8031	STANDARD DEDEAUX WATE	0000		INV	06/20/2022	030006725 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	06/20/2022	010192550 MAY202			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
						CHECK TOTAL	**75.00**		
4646	TEC	0000		INV	06/20/2022	1049216 (JUNE2022)			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		98.08			
	2 001105 5502		TAX/COL	TELEPHONE		5.02			
	3 001102 5502		CIRC CLK	TELEPHONE		20.01			
	4 001151 5502		BLDS/GRNDS	TELEPHONE		9.10			
							132.21		
						CHECK TOTAL	**132.21**		
4646	TEC	0000		INV	06/20/2022	1047140 MAY2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		89.82			
	2 001105 5502		TAX/COL	TELEPHONE		5.14			
	3 001102 5502		CIRC CLK	TELEPHONE		20.33			
	4 001151 5502		BLDS/GRNDS	TELEPHONE		9.11			
							124.40		
						CHECK TOTAL	**124.40**		
9439	CELICO PARTNERSHIP	0001		INV	06/20/2022	9907352370			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		560.47			
							560.47		
						CHECK TOTAL	**560.47**		
9716	VISA	0000		INV	06/20/2022	JUNE 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5476		IMP EXP	MEALS/LDG		404.94			
							404.94		

Attachment: 06202022 docket (10955 : Approve docket of claims for June 20, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	**404.94**		
9716	VISA		0000		INV	06/20/2022	JUNE 9, 2022			
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1	001220 5476		IMP EXP	MEALS/LDG		9.72			
								9.72		
							CHECK TOTAL	**9.72**		
9716	VISA		0000		INV	06/20/2022	JUNE 01. 2022			
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1	096153 5476		MAPPING	MEALS/LDG		423.36			
	2	001100 5476		SUPERVIS	MEALS/LDG		179.52			
	3	001100 5476		SUPERVIS	MEALS/LDG		179.52			
	4	001100 5476		SUPERVIS	MEALS/LDG		612.00			
	5	001100 5476		SUPERVIS	MEALS/LDG		596.64			
								1,991.04		
							CHECK TOTAL	**1,991.04**		
9716	VISA		0001		INV	06/20/2022	MAY 2022-P- CARD			
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1	096153 5603		MAPPING	OFFICE SUP		194.73			
	2	001200 5681		SHERIFF	REPAIR & R		152.97			
	3	001125 5480		INFO TECH	TRAINING		199.00			
	4	001125 5544		INFO TECH	MNT AG		79.99			
	5	001100 5480		SUPERVIS	TRAINING		600.00			
								1,226.69		
							CHECK TOTAL	**1,226.69**		
103	**INVOICES**						**WARRANT TOTAL**	**290,957.84**	**290,957.84**	
							CASH ACCOUNT BALANCE		**57,892,063.97**	

Attachment: 06202022 docket (10955 : Approve docket of claims for June 20, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Preliminary Check Run Summary

CHECK RUN: 06202022 06/20/2022
DUE DATE: 06/20/2022

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5476-	MEALS AND LODGING	1,567.68	5,185.06
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5480-	TRAINING & SEMINARS	600.00	3,105.00
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5502-	TELEPHONE SERVICE	13.32	66.50
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5671-	GASOLINE	70.42	255.53
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5502-	TELEPHONE SERVICE	40.34	172.25
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5504-	INTERNET SERVICES	68.41	137.66
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5501-	POSTAGE AND BOX RENT	160.00	11,791.97
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5502-	TELEPHONE SERVICE	173.12	477.11
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5599-	OTHER CONTRACTUAL SER	246.03	53.97
001	001125	IT DEPARTMENT	001-10-125-00-000-5480-	TRAINING & SEMINARS	199.00	6,479.40
001	001125	IT DEPARTMENT	001-10-125-00-000-5504-	INTERNET SERVICES	5,540.10	36,529.74
001	001125	IT DEPARTMENT	001-10-125-00-000-5544-	MAINTENANCE AGREEMENT	79.99	7,912.30
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5502-	TELEPHONE SERVICE	2,256.10	27,921.93
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5504-	INTERNET SERVICES	251.56	5,081.66
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5510-	HEAT LIGHT POWER GAS	11,084.87	120,967.45
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5570-	INSURANCE & FIDELITY	102,329.50	-90,375.37
001	001160	CHANCERY COURT	001-10-160-00-000-5411-	COURT REPORTERS	6,487.37	48,072.57
001	001160	CHANCERY COURT	001-10-160-00-000-5414-	CT ADM FEES	2,958.58	4,421.19
001	001160	CHANCERY COURT	001-10-160-00-000-5550-	LEGAL FEES	210.93	1,614.23
001	001161	CIRCUIT COURT	001-10-161-00-000-5414-	CT ADM FEES	2,290.48	5,071.91
001	001161	CIRCUIT COURT	001-10-161-00-000-5418-	COURT REPORTERS	6,707.60	18,642.34
001	001161	CIRCUIT COURT	001-10-161-00-000-5550-	LEGAL FEES	352.33	4,657.33
001	001163	YOUTH COURT	001-10-163-00-000-5502-	TELEPHONE SERVICE	25.10	1,924.18
001	001166	JUSTICE COURT	001-10-166-00-000-5476-	MEALS AND LODGING	1,779.76	16.24
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5502-	TELEPHONE SERVICE	13.14	68.17
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5504-	INTERNET SERVICES	68.44	165.60
001	001200	SHERIFF	001-20-200-00-000-5502-	TELEPHONE SERVICE	5,916.50	7,260.16
001	001200	SHERIFF	001-20-200-00-000-5669-	LICENSE TAGS	30.75	43.00
001	001200	SHERIFF	001-20-200-00-000-5671-	GASOLINE	24,489.74	21,303.64
001	001200	SHERIFF	001-20-200-00-000-5681-	REPAIR & REPLACEMENT	152.97	5,747.83
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5476-	MEALS AND LODGING	414.66	684.98
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5510-	HEAT LIGHT POWER GAS	16,090.39	67,969.00
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5502-	TELEPHONE SERVICE	71.96	850.99
001	001333	MARINA	001-30-333-00-000-5510-	HEAT LIGHT POWER GAS	78.00	6,887.13
001	001400	HEALTH DEPARTMENT	001-40-400-00-000-5502-	TELEPHONE SERVICE	82.18	190.75
001	001411	ANIMAL SHELTER	001-40-411-00-000-5510-	HEAT LIGHT POWER GAS	812.80	5,327.23
001	001530	MCLEOD PARK	001-50-530-00-000-5510-	HEAT LIGHT POWER GAS	8,154.45	50,738.54
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5510-	HEAT LIGHT POWER GAS	2,416.67	22,728.68
001	001630	SOIL CONSERVATION	001-60-630-00-000-5502-	TELEPHONE SERVICE	122.01	608.48
001	001631	COUNTY AGENT	001-60-631-00-000-5504-	INTERNET SERVICES	251.56	1,224.84

Report generated: 06/14/2022 10:50:07
User: Nancy Kelly (NKelly)
Program ID: apwarrnt

Attachment: 06202022 docket (10955 : Approve docket of claims for June 20, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5671-	GASOLINE	282.16	1,356.64
				FUND TOTAL	**204,940.97**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**57,892,063.97**			
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5476-	MEALS AND LODGING	423.36	56.79
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5501-	POSTAGE AND BOX RENT	16.16	16,195.86
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5603-	OFFICE SUPPLIES	194.73	5,160.59
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5671-	GASOLINE	573.10	109.19
				FUND TOTAL	**1,207.35**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**57,892,063.97**			
097	097110	EMERGENCY 911	097-10-110-00-000-5502-	TELEPHONE SERVICE	1,299.64	17,928.20
097	097110	EMERGENCY 911	097-10-110-00-000-5504-	INTERNET SERVICES	374.73	70.54
097	097110	EMERGENCY 911	097-10-110-00-000-5544-	MAINTENANCE AGREEMENT	4,052.00	54,068.78
				FUND TOTAL	**5,726.37**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**57,892,063.97**			
120	120200	SHERIFF GAMING	120-20-200-00-000-5513-	CABLE TELEVISION	161.35	580.75
				FUND TOTAL	**161.35**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**57,892,063.97**			
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5510-	HEAT LIGHT POWER GAS	104.25	14,145.39
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5699-	OTHER CONSUMABLE SUPP	150.89	3,487.28
				FUND TOTAL	**255.14**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**57,892,063.97**			
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5510-	HEAT LIGHT POWER GAS	25.00	543.18
				FUND TOTAL	**25.00**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**57,892,063.97**			
156	156331	SEAWALL	156-30-331-00-000-5510-	HEAT LIGHT POWER GAS	2,265.91	8,124.50
				FUND TOTAL	**2,265.91**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**57,892,063.97**			
502	502158	WORKERS COMPENSATION	502-10-158-00-000-5599-	OTHER CONTRACTUAL SER	76,375.75	-34,395.00
				FUND TOTAL	**76,375.75**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**57,892,063.97**			

Attachment: 06202022 docket (10955 : Approve docket of claims for June 20, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

WARRANT SUMMARY TOTAL	290,957.84
GRAND TOTAL	290,957.84

Attachment: 06202022 docket (10955 : Approve docket of claims for June 20, 2022)

GENERAL ELECTION
06/07/2022

DISTRICT 1	STEPHANIE LADNER		
LAST	FIRST		AMT
CROWE	JENNIFER	$	173.00
FAVRE	SAMANTHA	$	169.00
GARCIA	BEVERLY	$	159.00
GENNA	MALLORY	$	159.00
GODCHAUX	BARBARA	$	159.00
GREEN	JOHN	$	159.00
GREEN	DARLENE	$	169.00
GREEN	CRISTEN	$	193.00
KEYS	JOSEPH	$	149.00
LEDFORD	SANDI	$	169.00
LEDFORD	JOHNNY	$	159.00
MCARTHUR	KENDRA	$	159.00
MERANTO	AMBER	$	193.00
MORAN	MARISA	$	169.00
PACK	TAYLOR	$	173.00
PETERSON	STARLYN	$	149.00
SPIERS	MICHAEL	$	149.00
VERDIN	ELIZABETH	$	169.00
VERDIN	TAMMY	$	169.00
WHITTINGTON	ERNA	$	159.00
WILKERSON	PATRICA	$	159.00

TOTAL		$	3,465.00

Attachment: ELECTION 6.7.2022 (10951 : Authorize payment to poll workers for primary election)

GENERAL ELECTION
06/07/2022

DISTRICT 2	SANDRA HENLEY		
LAST	FIRST		AMT
ADAMS	SONDRA	$	149.00
BIELSTEIN	DANA	$	149.00
BOND	STEPHEN	$	125.00
BOURGEOIS	DONNA	$	149.00
BURLETTE	JANICE	$	125.00
CANTU	BRITTANY	$	145.00
COPLEY	TEDDY	$	159.00
CUEVAS	JUNE	$	193.00
CUEVAS	DINAH	$	149.00
FERGUSON	IDA LOU	$	159.00
GARCIA	BRIDGET	$	169.00
HARMON	BRIANA	$	149.00
HARRIS	WILLIAM	$	149.00
KENNEDY	JESSICA	$	149.00
LADNER	VELMA	$	169.00
LEE	RYAN	$	169.00
LEE	SHELLEY	$	193.00
LEWIS	JOHN	$	193.00
LONA	BARBARA	$	159.00
LONG	PHILLIP	$	149.00
MARTIN	PATRICIA	$	159.00
PEPPERMAN	WILLIAM	$	125.00
SEAL	RENEE	$	193.00
SEALS	CHERYL	$	125.00
SHAW	SUZETTE	$	193.00
SHAW	ALEXIS	$	159.00
SHETTER	MARY	$	169.00
SPIERS	TOMMIE	$	125.00
STRAHAN	LINDA	$	135.00
TARTAVOULLE	TERRY	$	193.00
TARTAVOULLE	CHARLOTTE	$	169.00
TOMKINS	SUSAN	$	149.00
WELLS	MINDY	$	149.00

TOTAL	$	5,193.00

Attachment: ELECTION 6.7.2022 (10951 : Authorize payment to poll workers for primary election)

GENERAL ELECTION
06/07/2022

DISTRICT 3	E.J. BICE		
LAST	FIRST		AMT
BLAIZE	MAKAYLA	$	193.00
CARBO	PRISCILLA	$	159.00
CHAMBLEY	JEAN	$	159.00
COWAND	MALCOLM	$	149.00
CUEVAS	RENEE	$	149.00
CWIKLIK	DEBRA	$	149.00
ELLIS	BERTRAND	$	149.00
GARCIA	JOHN	$	169.00
HATEM	SANDRA	$	169.00
HOWELL	RILEY	$	159.00
HUNT	TOMMY	$	169.00
JACKSON	CHRISTOPHER	$	193.00
LAFONTAINE	ASHLEY	$	149.00
LAWS	JUNE	$	193.00
MANNING	TERESA	$	149.00
MANNING	WILLIAM	$	159.00
MIZELL	MARY	$	183.00
PENTON	ABBY	$	169.00
PETERSON	TINA	$	149.00
RENO	MONICA	$	159.00
STAEHLE	CHARLES	$	169.00
STAEHLE	VICKY	$	149.00
TRIBBLE	BRITTANY	$	125.00
TOTAL		$	3,719.00

Attachment: ELECTION 6.7.2022 (10951 : Authorize payment to poll workers for primary election)

GENERAL ELECTION
06/07/2022

DISTRICT 4	DONNA HENRY		
LAST	FIRST		AMT
ALFONSO	RAYMOND	$	159.00
ARNOLD	VICKI	$	149.00
BIEHL	MARY	$	159.00
BLANKENSHIP	SHERRY	$	183.00
BROCATO	SUE	$	193.00
BROOKS	KATHLEEN	$	149.00
COLE	JANITA	$	195.00
CURRY	EVELYN	$	169.00
ENGOLIA	ANTHONY	$	169.00
ENGOLIA	BRIDGETTE	$	193.00
FAIRCONNETUE	RUSSELL	$	149.00
FAIRCONNETUE	GOLDEN	$	169.00
FRANCES	GERALD	$	169.00
GOMEZ	CYNTHIA	$	159.00
HANEY	ALTHEA	$	159.00
LADNER	MACI	$	159.00
LADNER	CHRISTINE	$	149.00
LADNER	DAWN	$	193.00
LEWIS	ROSE	$	149.00
LOMBARDO	CONNIE	$	159.00
MIRAMBELL	CYNTHIA	$	159.00
MOODY	GINGER	$	169.00
MOYNAN	NANCY	$	159.00
MURPHY	MARY	$	149.00
NICHOLS	LYLIE	$	169.00
ROELING	SHAWN	$	183.00
ROELING	MYLES	$	169.00
RUSHING	BETTY	$	159.00
STRINGER	BONNIE	$	169.00
STROEHMAN	KAY	$	149.00
THOMAS	JOAN	$	159.00
TOTAL		$	5,125.00

Attachment: ELECTION 6.7.2022 (10951 : Authorize payment to poll workers for primary election)

GENERAL ELECTION
06/07/2022

DISTRICT 5	JOE PETTIGREW		
LAST	FIRST		AMT
AMBERG	INGRID	$	159.00
BARNES	HELEN	$	149.00
BICE	BREEZY	$	193.00
BOUDREAUX	JULIA	$	193.00
BRIERE	WILLIAM	$	149.00
BURK	LINDA	$	149.00
CUCURULLO	JOANN	$	149.00
CUEVAS	CASSIE	$	159.00
FAVRE	MARCELLA	$	169.00
FLYNT	AMY	$	169.00
GARRIGA	LOTTIE	$	159.00
GILLIAM	JANETTE	$	149.00
GOLUS	CYNTHIA	$	159.00
HARRISON	DEANNA	$	193.00
HARRISON	CHARLES	$	179.00
JARREAU	SHIRLEY	$	169.00
JOHNSTON	LLOYD	$	149.00
JOHNSTON	KAREN	$	169.00
LADNER	MYRA	$	149.00
LADNER	CHLAFORD	$	149.00
LASSUS	NAOMI	$	159.00
LAYEL	RONALD	$	159.00
LEE	HEATHER	$	169.00
LOONEY	VICKY	$	149.00
MANUEL	BRIDGET	$	183.00
NECAISE	SONYA	$	159.00
PETRUCCELLI	KENT	$	169.00
PETRUCCELLI	ANNE	$	183.00
ROBERTS	TANIA	$	179.00
STRONG	SALISTA	$	169.00

TOTAL	$	4,940.00

Attachment: ELECTION 6.7.2022 (10951 : Authorize payment to poll workers for primary election)

GENERAL ELECTION
06/07/2022

CIRCUIT CLERK	KENDRA NECAISE		
LAST	FIRST	AMT	
BURLETTE	HALI	$	125.00
FORE	JOLEEN	$	125.00
LADNER	VALERIE	$	125.00
MOODY	BRITNI	$	125.00
POYADOU	GRETCHEN	$	125.00
SHIYOU	APRIL	$	125.00
SHIYOU	JASON	$	125.00
THERIOT	CIARA	$	125.00
ELLINGTON	MISTY	$	125.00
HAYNES	MYRA	$	125.00
HERRON	BRANDY	$	125.00
LADNER	JESSICA	$	125.00
POYADOU	STEVE	$	125.00
SHIYOU	IDA	$	125.00
TOTAL		$	1,750.00

GRAND TOTAL **$** **24,192.00**

Attachment: ELECTION 6.7.2022 (10951 : Authorize payment to poll workers for primary election)

Hancock County Board of Supervisors

Regular Meeting Minutes

June 6, 2022 at 9:00 a.m.

Board Meeting Room

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

The record reflects Interim County Administrator, Jimmie Ladner, Chancery Clerk, Tim Kellar, County Attorney, Gary Yarborough, County Engineer, Geoff Clemens, Road Manager, Vic Johnson, Comptroller, Nancy Kelly, Purchasing Clerk, April Shiyou, and Deputy Clerk, Valerie Fitts were all present in the Board Room. Sheriff Ricky Adam and Circuit Clerk, Kendra Necaise were present via remote access.

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	
Greg Shaw	District 2	Present	
Kodie Koenenn	District 3	Present	
Scotty Adam	District 4	Present	
Darrin Bo Ladner	District 5	Present	

3. Amendments to the Agenda

5.D.1. Motion to approve and spread on the Minutes, letter of recommendation from Neel-Schaffer for the Kapalama Drive project and award project to SCI, Inc.

7.I.4. Motion to approve the inventory removal of a 2005 Trailer Command Center and spread documentation on the Minutes. This is being donated to the Pearlington Church of Christ.

8.A.4 Modify to approve purchase from Metrix Solutions or additional body cameras with necessary budget amendment to come from Sheriff's gaming, and spread sole source letter on the Minutes.

8.A.7. Motion to approve the purchase of a 2022 Ford Crew Cab 4x4 Pickup and spread both quotes on the minutes. The low quote is from Stivers Ford Lincoln in Montgomery Alabama in the amount $49,890.00. This needs to be added to docket and cut a check today. This will be paid out of the Sheriff's Gaming.

8.J.6. Motion to recommend increasing the Justice Court Clerk salary from $18.04 per hour to $21.64 per hour, effective June 12, 2022, and authorize necessary budget amendment.

8.J.14. Motion to spread on the Minutes, MDOT Certification Form for the Government Funding Transparency Act.

8.H.11. Motion to approve a budget amendment for Fleet Maintenance Department to purchase small tools to supply County Trucks in the amount of $5,000.

A. **Motion to:** Motion to accept the agenda.**Adopted**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m., on Monday, June 20, 2022.

B. Biweekly payroll for ending date May 21, 2022 with check date May 27, 2022 totaled $747,694.11.

C. The Board of Supervisors will hold a Public Hearing this afternoon at 1:30 p.m., to hear Homestead Exemption Objections.

D. The Board of Supervisors will hold a Public Hearing on Monday, June 20, 2022 at 1:30 p.m., regarding the abandonment of Rhonda Lane.

E. The Board of Supervisors will hold a Public Hearing on Monday, June 20, 2022 at 2:00 p.m., regarding Hancock County Redistricting.

F. Bid Openings

1. Motion to spread on the Minutes, the Certified Proof of Publication regarding Office Supplies and Janitorial Supplies, as well as, anything vendor feels the County may need throughout the year.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to open and take under advisement bids received for Office Supplies and Janitorial Supplies, as well as, anything vendor feels the County may need throughout the year.**Approved**

   The record reflects bids were received and taken under advisement by the Board of Supervisors for Office and Janitorial Supplies from both Suncoast Business Supply and S&L Office Supplies.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. External Business Agenda

A. Port & Harbor Commission

1. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20220523-01, approving the May 23, 2022 Docket of Claims.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to accept Hancock County Port and Harbor Commission's Resolution #20220523-05, authorizing Execution Of Lease Agreement - One Year Extension with Tyonek Services Group, LLC., Ground Lease Supporting the Sunshade Structure at Stennis International Airport.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20220523-06, authorizing the Filing of an Application for the Federal Surface Transportation Program Funding (STP) for the Santa Rosa Scenic Byway to the Space Multi-Use Path. The record reflects a finding that the Port and Harbor will prepare the application and the Board of Supervisors will subsequently file the application.**Approved as Amended**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT: **APPROVED AS AMENDED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

B. Phillip Moran - State Senator

1. Motion to approve the thirty day cancellation notice of the Philip's Pest Control contract with the county, effective July 1, 2022 and spread on the Minutes, Correspondence from Philip's Pest Control Co LLC, dated June 6, 2022.**Approved**

   The record reflects Senator Philip Moran gave an update to the Board from the last session. Further, this Discussion resulted in the Motion now reflected in the Motion body.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Kodie Koenenn, District 3
   SECONDER: Greg Shaw, District 2
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

C. Dax Fryer - Dirt Pit

1. Discussion/Presentation from Dax Fryer, 7420 Kiln Picayune Road, regarding Dirt Pit.**No Action Taken**

   The record reflects Dax Fryer and Patricia Depreo addressed the Board regarding the Haas Dirt Pit.

   RESULT: **NO ACTION TAKEN**

D. Christina Shurley - Digital Engineering

1. Motion to approve and spread on the Minutes, letter of recommendation from Neel-Schaffer for the Kapalama Drive project and award project to SCI, Inc.**Approved Pending Further Action**

   The record reflects an approval contingent upon execution of contract, payment of performance bonds, and insurance.

   RESULT: **APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
   MOVER: Kodie Koenenn, District 3
   SECONDER: Scotty Adam, District 4
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

6. GRPC - Jeff Loftus

1. Motion to approve and authorize Board President to sign the Hancock County Hazardous Waste Day Service Agreement with Gulf Regional Planning Commission.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Discussion regarding Hancock County's FY24 Tidelands Applications that are due July 1, 2022.**No Action Taken**

   The record reflects Jeff Loftus with GRPC will be in touch with the Board for further discussion.

   RESULT: **NO ACTION TAKEN**

7. Departmental Agendas

A. Emergency Management Agency

B. E-911/Dispatch

1. Motion to approve Dispatchers Tracy Ladner, Jolene Dougherty, Dora Jones, Sandra Watson and Kelsey Saldiveri to attend Crimes in Progress Course at the Hancock County EOC on July 7, 2022. The cost is $150.00 per person for a total of $750.00 plus overtime if deemed necessary.**Approved**

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve Dispatchers Rebecca Necaise, Desirae Necaise, Angela Freeman, Kristen Bennett and Alisha Stanton to attend Crimes in Progress Course at Hancock County EOC on July 19, 2022. The cost is $150.00 per person for a total of $750.00 plus overtime if deemed necessary.**Approved**

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve Dispatchers Rebecca Necaise, Desirae Necaise, Angela Freeman, Kristen Bennett and Alisha Stanton to attend NECI Stress Management Course at Hancock County EOC on July 14, 2022. The cost is $150.00 per person for a total of $750.00 plus overtime if deemed necessary.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve Summer Denning, Alexia Stehlin, Jadyn Olson and Taylor Holston to attend the mandatory 16-hour training in Ridgeland, Mississippi, on June 13-14, 2022, with two hotel rooms at costs of $96 per night for 2 nights with meal and mileage reimbursement.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve Tempest Martin and Ashley Thompson to attend the mandatory 16-hour training in Ridgeland, Mississippi, on July 11-12 2022, with hotel room at costs of $96 per night for 2 nights with meal and mileage reimbursement.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve Dispatchers Destiny Cuevas, Taylor Holston, Jadyn Olson, Summer Denning, Alexia Stehlin, Tempest Martin and Ashley Thompson to attend the NECI 40-Hour Basic Communications Course at Hancock County EOC on July 25-29, 2022. The cost is $395.00 per person for a total of $2,765.00, plus overtime if deemed necessary.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to accept the resignation of Richard Shawver, effective May 24, 2022 and remove from payroll.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

C. Animal Shelter

D. Justice Court

1. Motion to approve Constable Paul Taylor, to attend the MCA 2022 Convention & Training Seminar in Gulfport, Mississippi on June 6 - 10, 2022; the Training Seminar/Convention Fee & 2022-2023 Association Dues are $400.00.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve Judge Desmond Hoda, Judge Eric C. Moran, and Judge Brian S. Necaise to attend the MJCJA Summer Convention at the Golden Nugget in Biloxi on July 17-21, 2022, with overnight accommodations due to scheduled after-hours events. The MJCJA Registration fee is $500.00, per judge and hotel reservations will be $531.92, per judge. The total conference cost is $3,095.76**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

E. IT Department

F. Purchasing

1. Motion to approve and spread on the Minutes, the Credit Card Report for June 6, 2022. This report reflects all credit card charges that are presently on the docket today for payment.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the purchase of firefighting equipment from Municipal Emergency Services in the amount of $13,015.00 for Diamondhead Fire District and spread both quotes on the minutes. This will be paid for using Insurance Rebate Funds (112254-5711).**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the purchase of six (6) Kenwood portable radios from Shank Communications Company in the amount of $15,702.00 and spread both quotes on the Minutes. This will be paid for with Insurance Rebate Funds (112254-5711).**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the purchase of 18 Discatcher Pro baskets from Innova Disc Golf in the amount of $8,080.00 for McLeod Park and spread both quotes on the Minutes. This will be paid with Tidelands funds (157530-5922).**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve issuing a Purchase Order to Southern Fire in the amount of $5,625.00 for Fire Extinguisher Servicing in various County buildings and spread both quotes on the Minutes. This is budgeted in Buildings & Grounds.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve issuing a Purchase Order to CB Developers, Inc., for relocating the sewer force main off of bridge #SA23-0049 - South Railroad Avenue in the amount of $49,845.00 and spread all quotes on the Minutes. This is eligible under the current State Aid project or can be paid for with American Rescue Funds, which ever the Board shall prefer. The record reflects authorization to use American Rescue Funds.**Approved as Amended**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to approve and authorize Board President to sign the 48 month rental/lease of a Canon Imagerunner C5870i multifunctional digital copier with inclusive maintenance agreement for Bookkeeping off MS State Contract No. 8200062043, effective dates May 1, 2022 - April 30, 2023. Total contract price is $441.98/month from Canon and spread the Rental Agreement on the Minutes. This will replace the present copier ($485.37/mo.).**Approved**

   The record reflects Numbers 7-14 were all voted on in one consent block

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to approve and authorize Board President to sign the 48 month rental/lease of a Canon Imagerunner DX 4735i multifunctional digital copier with maintenance agreement for Chancery Clerk - Land Records off MS State Contract No. 8200062043, effective dates May 1, 2022 - April 30, 2023. Total contract price is $200.63/month, maint. $7.00/month from Canon, and spread the Rental Agreement on the Minutes. This will replace the present copier ($177.89/mo., maint. $7.00/mo.) that has expired.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Motion to approve and authorize Board President to sign the 36 month rental/lease of a Canon Imagerunner DX 4735i multifunctional digital copier with a maintenance agreement for Chancery Clerk - Vault off MS State Contract No. 8200062043, effective dates May 1, 2022 - April 30, 2023. Total contract price is $232.03/month from Canon with a monthly maintenance agreement of $7.00, and spread the Rental Agreement on the Minutes. This will replace the present copier ($154.77/mo., maint. $7.00/mo.) that has expired.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

10. Motion to approve and authorize Board President to sign the 48 month rental/lease of a Canon Imagerunner DX 4735i multifunctional digital copier

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

with maintenance agreement for EMA - War Room off MS State Contract No. 8200062043, effective dates May 1, 2022 - April 30, 2023. Total contract price is $187.91/month, maint. $7.00/month from Canon, and spread the Rental Agreement on the Minutes. This will replace the present copier ($177.89/mo., maint. $7.00/mo.) that has expired.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

11. Motion to approve and authorize Board President to sign the 48 month rental/lease of a Canon Imagerunner DX C3826i multifunctional digital copier with All-Inclusive maintenance agreement for the Judges Chambers off MS State Contract No. 8200062043, effective dates May 1, 2022 - April 30, 2023. Total contract price is $141.00/month from Canon, and spread the Rental Agreement on the Minutes. This will replace the present copier ($92.00/mo.) that has expired.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

12. Motion to approve and authorize Board President to sign the 48 month rental/lease of a Canon Imagerunner DX C5840i multifunctional digital copier with All-Inclusive maintenance agreement for Justice Court off MS State Contract No. 8200062043, effective dates May 1, 2022 - April 30, 2023. Total contract price is $269.78/month from Canon, and spread the Rental Agreement on the Minutes. This will replace the present copier ($119.59/mo., maint. $7.00/mo.) that has expired.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

13. Motion to approve and authorize Board President to sign the 48 month rental/lease of a Canon Imagerunner DX 6860i multifunctional digital copier with a maintenance agreement for Tax Office - Reappraisal off MS State Contract No. 8200062043, effective dates May 1, 2022 - April 30, 2023. Total contract price is $301.61/month from Canon USA, Inc., with a monthly maintenance agreement of $104.00, and spread the Rental Agreement on the Minutes. This will replace the present copier ($299.00/mo., maint. $78.00/mo.) that has expired.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

14. Motion to approve and authorize Board President to sign the 48 month rental/lease of a Canon Imagerunner DX 527iFZ multifunctional digital copier with monthly maintenance agreement for Sheriff's Office - Patrol off MS State Contract No. 8200062043, effective dates May 1, 2022 - April 30, 2023. Total contract price is $89.13/month, $6.00/month; from Canon, and spread the Rental Agreement on the Minutes. This will replace the present copier ($72.00/mo., $7.00/ maint.) that has expired.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

15. Motion to spread on the Minutes, updated Canon Solutions America, rental agreement documents for the Sheriff's Office, and authorize Board President to initial new contract dates.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

G. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on May 5, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Discussion regarding FEMA Flood Mitigation Assistance Swift Current Program.**No Action Taken**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

The record reflects an authorization to put the flyer on our website and Facebook page to bring back on June 20th meeting.

RESULT: **NO ACTION TAKEN**

H. Parks & Recreation

I. Inventory Clerk

1. Motion to approve the purchase of an undercover tag in the amount of $16.00 for a 2022 Ford F150 for the Sheriff's Department, Vin No. 1FTFW1E86NFA61273.**Approved**

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Greg Shaw, District 2
   SECONDER: Theresa Ryan, District 1
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the purchase of an undercover tag in the amount of $16.00 for a 2021 Ford Explorer PPV for the Sheriff's Department, Vin No. 1FM5K8AB3MGV00846.**Approved**

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Darrin Bo Ladner, District 5
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the inventory removal and disposal of the assets listed on the attached Exhibit A as they are no longer needed for county purposes.**Approved**

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Greg Shaw, District 2
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the inventory removal of a 2005 Trailer Command Center and spread documentation on the Minutes. This is being donated to the Pearlington Church of Christ.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. Comptroller

1. Motion to amend the agenda to amend the docket of claims to transfer the narcotics petty cash fund reimbursement from Ben Taylor to Jeremy Skinner.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize an amendment to the docket of claims to transfer the narcotics petty cash fund reimbursement from Ben Taylor to Jeremy Skinner in the amounts of $2,000.00 and $860.00.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the docket of claims for June 6, 2022 in the amount of $2,366,631.06.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the attached budget amendments.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve the following Interfund Transfers: a. Transfer into the Insurance Clearing Fund $1,376,178.50 from the General Fund. b. Transfer into the Fleet Maintenance Fund $50,000, from the Road Fund $33,000, from the General Fund $14,000, and from the Seawall Fund $3,000.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to spread on the Minutes, the letter of approval from the State Auditor of Hancock County's FY2020 Audit Report, as well as a copy of the final audit.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

K. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday May 16th, 2022**Accepted**

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to approve the retiring and removal from inventory of K9 Falk based on veterinarian recommendation. K9 Falk will be retired to his handler Edward Walley.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve Michael Blackwell to extend his US K9 Unlimited Handler course in Kaplan, LA for 3 additional weeks May 23 – June 10, 2022. He will need meal allowance of $230.00, tuition of $2,370.00 and lodging in the amount of $750.00.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve Accurate Controls to add another Workstation at the Sheriff's Office in the amount of $5,887.80, attached is the quote and the sole source letter.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the modification of this item to approve purchase from Metrix Solutions for additional body cameras and car cameras with the necessary budget amendment to come from Sheriff's gaming, with Year 1 payment in the amount of $192,276.00, Year 2 payment in the amount of $85,000.00, Year 3 payment in the amount of $85,000.00, Year 4 payment in the amount of $85,000.00, Year 5 payment in the amount of $85,000.00 for a total of $532,276.00, and spread quote and sole source letter on the Minutes.**Approved as Amended**

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to spread on the Minutes, the following personnel changes: a. Move Travis Fite from full time to part time Deputy, rate of pay of $12.00 per hour, effective May 27,2022. b. Transfer Travis Vernaci to Sheriff's Office as full time Animal Control, rate of pay of $14.08 per hour, effective June 06, 2022. c. Add the following to payroll, effective June 06, 2022: • Russell Shoultz to payroll as part time Deputy, rate of pay of $12.00 per hour; • Laura Lyn Yager to payroll as full time Deputy, rate of pay of $17.50 per hour; • Natalia Exposito Rodriguez as full time Narcotics Agent, rate of pay of $19.71 per hour. d. Add the following to payroll as full time Correction Officers, rate of pay of $14.08 per hour, effective June 06, 2022: • Branson Cuevas; • Alexis Strong; • Michael Roth; • Brooke Archer-Shee. e. Remove the following from payroll: • Tiffany Maldonado Esquivel due to termination, effective May 16, 2022; • Blake Piefer, effective May 24, 2022; • Mathew Stieler, effective May 25, 2022; • Lane Vestal, effective June 03, 2022; • Bridgett Randol, effective June 06, 2022; and • Andy Nguyen, effective June 13, 2022.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to spread on the Minutes, acknowledgement of the receipt of the monthly inmate meal log from the Hancock County Adult Detention Center for the month of May 2022, as on file with the County Administrator, pursuant to Mississippi State Statute 19-25-74.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to approve the purchase of a 2022 Ford Crew Cab 4x4 Pickup and spread both quotes on the minutes. The low quote is from Stivers Ford Lincoln in Montgomery Alabama in the amount $49,890.00. This needs to be added to docket and cut a check today. This will be paid out of the Sheriff's Gaming.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Tax Assessor

1. Motion to spread on the Minutes, the hiring of Brooke Ames, effective May 23, 2022, at a rate of pay of $10.00 per hour, with an increase in pay to $11.00 per hour, effective June 23, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the hiring of Kylee Ladner at a rate of pay of $10.00 per hour for the months of June and July, 2022, effective June 6, 2022, pending pre-employment physical.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the Void Tax Sales.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to authorize Board President and Chancery Clerk to sign the Increase/Decrease in Assessment forms.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

C. Circuit Clerk

1. Motion to spread on the Minutes, Elections Training Seminar, Certificates of Training for Stephanie Davis Ladner (completed January 17-21, 2022), Sandra "Sam" Henley (completed January 17-21, 2022), Eugene Joseph "E.J." Bice (completed April 11, 2022), Donna Henry (completed January 17-21, 2022), and Joe Pettigrew (completed January 17-21, 2022).**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

D. County Court

E. Youth Court / Family Treatment Court

F. Chancery Clerk

1. Motion to spread on the Minutes, the Chancery Clerk's April Land Redemption Settlement Check for $6,226.94 to the General Fund, and the Settlement Report.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

G. County Engineer

1. Motion to approve and authorize Board President to sign Change Order No. 3 for Renourishment and Repairs to HC Beach and Walking Path Repairs with an increase of an amount of $191,149.80 due to fuel increase associated with project.**No Action Taken**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

The record reflects contractor to come to the next meeting

RESULT: NO ACTION TAKEN

2. Discussion regarding LSBP Funds subject to forfeiture in FY2022.**No Action Taken**

   The record reflects Geoff will update and bring back to the next meeting

   RESULT: NO ACTION TAKEN

H. Road Manager

1. Motion to remove Preston Ladner from payroll in the Road Department due to him retiring, effective May 1, 2022 and request a commendation for the same.**Approved**

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Greg Shaw, District 2
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to remove Ronald Jones from payroll in Road Department due to him retiring, effective May 31, 2022 and request a commendation for the same.**Approved**

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Greg Shaw, District 2
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to remove Macy Ladner from payroll in Road Department due to him retiring effective, May 31, 2022 and request a commendation for the same.**Approved**

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Greg Shaw, District 2
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to remove Bennie Waldrop Jr. from payroll in Fleet Maintenance due to him retiring, effective May 31, 2022 and request a commendation for the same.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to remove Darnell Ladner from payroll in Buildings & Grounds due to him retiring, effective May 31, 2022 and request a commendation for the same.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve hiring David Pixley in the Buildings & Grounds Department as a Class lll grounds keeper at a rate of pay of $11.00 per hour, effective upon successful completion of physical and drug test.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to approve hiring Willie Moton in the Sand Beach/Seawall Department as a Class l truck driver/laborer at a rate of pay of $13.00 per hour, effective upon successful completion of physical and drug test.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to approve position change for Craig Martin in Road Department from Sign Tech/Road Safety to Road Foreman and adjust pay to $19.42 per hour, effective June 1, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Motion to approve position change for John Favaloro in Road Maintenance from Litter Control to Sign Tech/Road Safety Class l and adjust pay to $17.39 per hour, effective June 1, 2022.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

10. Motion to approve the finding under Mississippi Code 19-7-5 for personal property disposal at costs as the highest and best quote for $100 per day for thirty (30) days from Parker Scrape Metal, LLC, with no liability or affirmation of the quality of the substance.**Approved**

    The record reflects this Discussion resulted in the Motion now reflected in the Motion Body, which was subsequently rescinded.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

11. Motion to rescind Motion Number 10915 (8.H.10).**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

12. Motion to authorize Road Manager to receive quotes for the removal and disposal of scrap metal.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

13. Motion to approve a budget amendment for Fleet Maintenance Department to purchase small tools to supply County Trucks in the amount of $5,000.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

I. Grant Administrator

J. County Administrator

1. Motion to approve and authorize Board President to sign the Designation of Applicant Agent, the State-Local Disaster Assistance Agreement naming April Shiyou the Applicant Agent for FEMA/MEMA's Hurricane Ida - 4626

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Disaster Relief Funding and spread the FFATA Reporting Form on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign the Designation of Applicant Agent, the State-Local Disaster Assistance Agreement naming April Shiyou the Applicant Agent for FEMA/MEMA's Hurricane Zeta - 4576 Disaster Relief Funding and spread the FFATA Reporting Form on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and authorize Board President to sign the Designation of Applicant Agent, the State-Local Disaster Assistance Agreement naming April Shiyou the Applicant Agent for FEMA/MEMA's Covid-19 - 4528 Disaster Relief Funding and spread the FFATA Reporting Form on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve and authorize Board President to sign the Designation of Applicant Agent, the State-Local Disaster Assistance Agreement naming April Shiyou the Applicant Agent for FEMA/MEMA's Hurricane Nate - 4350 Disaster Relief Funding and spread the FFATA Reporting Form on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve an increase in Baliffs' pay to $100.00 per Code 19-25-31.**Approved**

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RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to recommend increasing the Justice Court Clerk salary from $18.04 per hour to $21.64 per hour, effective June 12, 2022, and authorize necessary budget amendment.**Approved as Amended**

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to ratify the Hancock County Board of Supervisors' selection of Miss Mackenzie Galbraith as their contestant for the 2022 Mississippi Deep Sea Fishing Rodeo Pageant, and spread correspondence and entry form on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to ratify the Pauper Declaration for Rose Martin.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Motion to ratify, Proclamation proclaiming May 23, 2022 through May 27, 2022 as Law Enforcement Week in Hancock County.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

10. Motion to approve and authorize Board President and Chancery Clerk to sign the following 16th Section Land Matters, and spread all documents on the Minutes: a. Ryan Peterson - Commercial - Section 16-5S-14W - Parcel #015-0-16-002.006 - Addendum; b. Virginia Doby - Residential - Section 16-9S-16W - Parcel #185E-1-16-021.000 - Addendum; c. Rachael Martin - Residential - Section 16-6S-4W - Parcel #055-0-16-017.000 - New Lease; e. Curtis Murphy - Hunting and Fishing - Section 16-8S-16W - Parcel #115-0-002.000 - New Lease; f. Oliver Lee, Jr. - Residential - Section 30-5S-15W - Parcel #019-0-30-001.000 - Assignment; g. Jamie and Brandon Gerald -

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Section 30-5S-15W - Parcel #029-0-30-007.000 - Cancellation; h. Hancock County School District Correspondence dated May 31, 2022.**Approved**

The record reflects an approval for Items a.b.c.e.f.g.h. Item d. is voted on in Motion 10948 with a full recusal from District 2 Supervisor, Greg Shaw.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

11. Motion to approve and authorize Board President and Chancery Clerk to sign the following 16th Section Land Matters, and spread all documents on the Minutes: d. Greg Shaw - Hunting and Fishing - 16-5S-14W - Parcel #015-0-16-002.000 - New Lease.**Approved**

    The record reflects Item d. was pulled from Motion 10916 to allow for a full recusal from Supervisor Greg Shaw, further, Supervisor Shaw left the Board Meeting Room at 10:58 a.m. and did not participate in the discussion nor vote for Item d. Supervisor Shaw returned to the Meeting at 10:59 a.m.

RESULT:	**APPROVED [4 TO 0]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Theresa Ryan, Kodie Koenenn, Scotty Adam, Darrin Bo Ladner
RECUSED:	Greg Shaw

12. Motion to spread on the Minutes, American Medical Response's April 2022 response time report, Q1 FY21 Medical Supplies and Uncompensated Care reports.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

13. Motion to spread on the Minutes, Philip's Pest Control's Monthly and Weekly Reports for May 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

14. Motion to approve county attorney to request quotes for the demolition of the Youth Court Building and authorize County Administrator and Road Manager to reach out to Compton Engineering to look a proposal to join with the Bay St. Louis parking facility for county parking, and bring quotes for the

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demolition of the Youth Court Building back to the June 20, 2022 Meeting.**Approved Pending Further Action**

The record reflects this Discussion resulted in the Motion now reflected in the Motion body.

RESULT:	**APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

15. Motion to spread on the Minutes, MDOT Certification Form for the Government Funding Transparency Act.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

K. County Attorney

1. Motion to approve authority and issue any required letters or signatures for allowance of beer delivery and sale at Lakeshore Community Center event for the benefit of Madison Tillman Bilbo on July 16, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to authorize county attorney to get proposals for water inspection intrusion issues at the courthouse and include sheriff and hold off making any holding cell additions.**Approved Pending Further Action**

The record reflects this Discussion resulted in the Motion now reflected in the Motion body.

RESULT:	**APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Gulf Regional Planning Commission - Stennis International Airport Overlay District

1. Presentation/Discussion from GRPC regarding Stennis Airport Overlay District and Military Compatible Use Plan and Motion to authorize application for text amendments to the zoning ordinance, section 5, and waive permit fee and authorize

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Planning and Zoning to advertise and conduct a Public Hearing as the normal course of business.**Approved as Amended**

The record reflects this Discussion resulted in the Motion now reflected in the Motion body.

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

10. Supervisors Items

A. District 1

B. District 2

C. District 3

D. District 4

1. Discussion regarding Hancock County Courthouse**No Action Taken**

RESULT: NO ACTION TAKEN

E. District 5

11. Public Comments

The record reflects Mr. Bryan Theriot spoke to the Board regarding the Least Terns and his meeting with Supervisor Ryan, Vic Johnson, and The Audubon Society regarding the signs placed on the beach from the Elementary School warning people on the beach about the nesting areas.

Mr. Clarence Harris spoke to the Board regarding Oschner Hospital closing the labor and delivery department.

12. Executive Session

1. Motion to enter into a closed session to consider the need for an executive session under Mississippi Code 25-41-7-(4)(j) - A public body may hold an executive session pursuant to this section for one or more of the following reasons:(j) Transaction of business and discussion or negotiations regarding the location, relocation or expansion of a business or an industry.**Approved**

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RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to enter into an execution session under Mississippi Code 25-41-7-(4)(j) - A public body may hold an executive session pursuant to this section for one or more of the following reasons:(j) Transaction of business and discussion or negotiations regarding the location, relocation or expansion of a business or an industry.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to exit executive session under Mississippi Code 25-41-7-(4)(j) with action taken.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to authorize County Attorney to offer marina lease for a twenty-five (25) year term to Pinchers, LLC, for the end of the marina area in the amount of $18,000 per year, payable in $1,500 per month, under terms and conditions drafted by County Attorney.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

13. Motions Approved Pending Further Action

A. Motion Number 10930 - Digital Engineering - Motion to approve and spread on the Minutes, letter of recommendation from Neel-Schaffer for the Kapalama Drive project and award project to SCI, Inc. The record reflects an approval contingent upon execution of contract, payment of performance bonds, and insurance.

B. Motion Number 10904 - County Administrator - Motion to approve county attorney to request quotes for the demolition of the Youth Court Building and authorize County Administrator and Road Manager to reach out to Compton Engineering to look a proposal to join with the Bay St. Louis parking facility for county parking, and bring quotes for the demolition of the Youth Court Building back to the June 20, 2022 Meeting.

C. Motion Number 10891 - County Attorney - Motion to authorize county attorney to get proposals for water inspection intrusion issues at the courthouse and include sheriff and hold off making any holding cell additions.

14. Adjourn/Recess

1. **Motion to:** Motion to recess the meeting at 12:10 p.m., until 1:30 p.m.**Adopted**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the June 6, 2022 have been read and approved.

Scotty Adam

Supervisor Scotty Adam, President

Minutes Acceptance: Minutes of Jun 6, 2022 9:00 AM (Board Secretary)

Hancock County Board of Supervisors

Public Hearing Minutes

June 6, 2022 at 1:30 PM

Board Meeting Room

I. Call to Order

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	
Greg Shaw	District 2	Present	
Kodie Koenenn	District 3	Present	
Scotty Adam	District 4	Present	
Darrin Bo Ladner	District 5	Present	

II. Motions

1. Motion to spread on the Minutes, notice of Public Hearing letters to the following citizens who objected to the denial by the State Tax commission for Homestead Exemption: Mr. Jessie J. Foster, Jr.; Mr. Patrick Morel; Mr. Raymond Lusich; Mr. William Speaker; Ms. Alanna K. Kelley; Ms. Carie Russo; and Ms. Ellyn Armenta.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 1:30 PM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

III. County Attorney

The record reflects Alanna Kelley appeared at the meeting and provided the Board with additional evidence.

1. Motion to recommend approval of Homestead Exemption appeal from Alanna K. Kelley (Greco). County Attorney will send the documentation to the State of Mississippi and forward copy to the Tax Assessor's office, and spread on the Minutes, the additional documentation presented by Ms. Kelley at the hearing.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to deny the Homestead Exemption Objections from Mr. Jessie J. Foster, Jr.,Mr. Patrick Morel, Mr. Raymond Lusich, Mr. William Speaker, Ms. Carie Russo, and Ms. Ellyn Armenta.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

IV. Public Comments

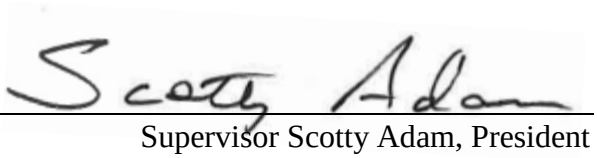
V. Adjourn / Recess

1. Motion to adjourn the meeting at 1:42:36 p.m., until Monday, June 20, 2022 at 9:00 a.m.**Approved**

Minutes Acceptance: Minutes of Jun 6, 2022 1:30 PM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the June 6, 2022 have been read and approved.



Supervisor Scotty Adam, President

Minutes Acceptance: Minutes of Jun 6, 2022 1:30 PM (Board Secretary)

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Post Office Box 2428
Bay St. Louis, MS 39521-2428
Toll Free - 1.888.409.6651
FAX - 228.466.6239

Phone Numbers:
COLLECTOR - 228.467.1669
ASSESSOR - 228.467.5727
APPRAISAL - 228.467.0130

To: Hancock County
Board of Supervisors

Date: June 20, 2022

1. Request the following to be spread on the board minutes.

   a) The letter to document the utilization of the Our Lady of the Gulf Church (OLG) parking lots and green space.

2. Request the following to be approved by the Board of Supervisors.

   a) Request the Board of Supervisors to approve the software agreement with Data Systems Management Inc. and have the Board President to sign.

3. General discussion.

If my staff or I can be of any assistance to you please feel free to call.

Sincerely,

Jimmie Ladner Jr.

Jimmie Ladner, Jr.
Hancock County
Assessor/Tax Collector

Attachment: Data Systems Contract (10989 : Approve Data Systems Contract)

Data Systems Management, Inc.

Glen Davis
President

Alan Smith
Vice President

June 3, 2022

Jimmie Ladner
Hancock County Tax A/C
854 Hwy 90, Ste. C
Bay St. Louis, MS 39521

RE: Software Support Agreement

Dear Jimmie:

First of all, allow me to thank you for being such a loyal and consistent customer to Data Systems over the years. Your satisfaction is very important to us, and we hope we have been successful in providing you with excellent customer service and products.

DSM continues to modernize and enhance our applications with graphical replacements. Payroll, Time and Attendance, and Justice Court applications have been completely upgraded to browser based graphical applications. We are now shifting our focus to our Tax applications and plan to begin rolling out graphical versions during 2023. We are also proud to announce that we have a total cloud solution for customers wanting to discontinue on premise equipment. Please ask us for a short demo of our new products at one of the many conferences we attend or just call and ask for an online demo. Cloud quotes are now available.

Enclosed is the Monthly CDMS Software Support Agreement for Hancock County - Tax A/C. The applicable software for each office is listed on the Schedule A. This Agreement will go into effect on October 1, 2022, and will remain in effect until September 30, 2023. If you would like to place the items listed under support, please complete the Acceptance Section below and the Acknowledgment Section on the Agreement and mail or fax a completed copy of this letter and the Agreement to DSM. Please note that we have added the "total monthly charges", to include additional software/services, for budgeting purposes for your convenience to your Schedule A.

Customers under support will receive priority response and scheduling. Customers not under support will be provided assistance on a fee basis according to the attached Fee Schedule.

If you have any questions, please feel free to call the DSM support team at (662) 329-1222.

Sincerely,

Glen Davis

Glen Davis
President

GD:aw
enc

ACCEPTANCE SECTION

I would like to place the listed software (see Schedule A) under monthly support with Data Systems Management, Inc., for the price outlined in the Monthly CDMS Software Support Agreement.

Name: _____ Phone: _____

Purchase Order # (if needed): _____ Date: _____

P.O. Box 1348, Columbus, MS 39703 * (662) 329-1222
1505 Business Park Drive, Clinton, MS 39056 * (601) 925-6257
Columbus Fax (662) 329-1468 * Clinton Fax (601) 925-2223

IBM Business Partner

Attachment: Data Systems Contract (10989 : Approve Data Systems Contract)

Schedule A

HANCOCK COUNTY - TAX
MONTHLY SUPPORT FEE
October 1, 2022 - September 30, 2023

TAX OFFICE		**$ 1438.00**
Mobile Homes		
Motor Vehicles		
Personal Property Appraisal		
Real Property Appraisal		
Privilege License		
Tax Assessment / Collection		
Public Utilities		
Sales Ratio		
Aircraft Registration		
Cash Journal		
Miscellaneous Receipts		
Boat Tracking	**$ 75.00**	
DSM Apex Interface	**$ 50.00**	
Property Tax Web Inquiry (RPA)	**$ 275.00**	
ProntoDMS Parking Tags – RENTAL (ADDED 05/2021)	**$ 150.00**	
SOLID WASTE		**$ 156.00**
Solid Waste Accounts Receivable		
TOTAL MONTHLY SUPPORT		**$ 1594.00**
Additional Monthly Cost:		
Apex Software Support – 11 seats		***$ 220.00***
TOTAL MONTHLY CHARGES		**$ 1814.00**

Attachment: Data Systems Contract (10989 : Approve Data Systems Contract)

CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT

FOR: Hancock County - Tax A/C

The following agreement pertains to the installed CDMS Software as identified by Hancock County - Tax A/C on the attached Schedule A. This agreement is effective October 1, 2022 – September 30, 2023. The payment is due at the first of each month. The following items and their related charges are covered by this agreement:

1. All programming to DSM installed software, as a result of Normal State Agency Mandated Changes, governed by law and with which the local government has to comply, will be completed at no charge. Installation will be charged at $125.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
2. Prescribed changes, recommended by the State, but not mandated, are not covered by the software support agreement and will be provided on a fee basis determined by DSM, Inc.
3. Software enhancements and/or upgrades that we offer to the existing software will be at no charge. Installation will be charged at $125.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
4. A discount on group training classes will be offered. Contact DSM for pricing.
5. Marketing consultation in the areas of purchasing hardware and non-CDMS software will be provided at no charge. Assistance with hardware problems will be provided on a fee basis as set forth in the attached Data System's Management, Inc. Fee Schedule Addendum "A".
6. On an "as needed" basis, DSM will perform disk maintenance and file storage "clean up" to maximize available space at no charge.
7. CDMS application software program integrity is the responsibility of DSM. Errors which are a result of a DSM application software program malfunction will be corrected in order for the software to operate as it was designed at no charge.
8. Data file integrity is the responsibility of the client. Errors which result in incorrect data will be corrected by the client; if corrected by DSM, the client will be billed per the attached fee schedule.
9. An off-site copy of client's software & client selected data files can be kept in our office (non-vault condition) as an option to you. Clients can provide a monthly backup to DSM if you so choose. Routine backup procedures must be monitored by the client in order to help maintain system integrity.
10. Requested services not covered under this agreement will be billed per the attached fee schedule.
11. Data Systems Management shall have the right from time to time during reasonable business hours to enter upon any premises where any of the Programs may be located, for the purpose of confirming the existence, condition, and the proper maintenance of the Programs. The foregoing rights of entry are subject to any applicable governmental security laws, regulations, and rules.

Attachment: Data Systems Contract (10989 : Approve Data Systems Contract)

CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT
FOR: Hancock County - Tax A/C

Continued

12. If client defaults on payment of this support agreement, DSM reserves the right to use the attached fee schedule of prices listed under "without support" to any services provided beyond the default date.
13. The client has the right to cancel at any time with the stipulation that any further services will be billed according to the attached fee schedule of prices listed under "without support".

ACKNOWLEDGMENT SECTION

I choose the following item:

_____ Software Support - P.O. # _____ or Minute Book / Date / Page _____

_____ No Software Support - I understand that without a software support agreement our agency will be billed according to the attached fee schedule for software services and that our current support, if any, will be terminated on October 1, 2022 .

Signed: _____ Date: _____

Title: _____

Attachment: Data Systems Contract (10989 : Approve Data Systems Contract)

DATA SYSTEMS MANAGEMENT, INC.
FEE SCHEDULE
October 1, 2022 - September 30, 2023

Addendum A

Prices with Signed Software Support Agreement

1.	Custom Programming	$ 125.00 **
2.	Data Correction	$ 125.00
3.	Hardware Assistance	$ 125.00
4.	Training	$ 125.00
5.	Travel Time	$ 40.00

Prices without Signed Software Support Agreement

1.	Custom Programming	$ 180.00 **
2.	Data Correction	$ 180.00
3.	Hardware Assistance	$ 180.00
4.	Training	$ 180.00
5.	Travel Time	$ 75.00
6.	Storage for Monthly Backup	$ 20.00/month

** All programming services are a minimum of two hours.

Note: All travel will be charged an out of pocket expense fee for mileage of .59 per mile.

Attachment: Data Systems Contract (10989 : Approve Data Systems Contract)

Data Systems Management, Inc.

Glen Davis
President

Alan Smith
Vice President

June 3, 2022

Jimmie Ladner
Hancock County Tax A/C
854 Hwy 90, Ste. C
Bay St. Louis, MS 39521

RE: Software Support Agreement

Dear Jimmie:

First of all, allow me to thank you for being such a loyal and consistent customer to Data Systems over the years. Your satisfaction is very important to us, and we hope we have been successful in providing you with excellent customer service and products.

DSM continues to modernize and enhance our applications with graphical replacements. Payroll, Time and Attendance, and Justice Court applications have been completely upgraded to browser based graphical applications. We are now shifting our focus to our Tax applications and plan to begin rolling out graphical versions during 2023. We are also proud to announce that we have a total cloud solution for customers wanting to discontinue on premise equipment. Please ask us for a short demo of our new products at one of the many conferences we attend or just call and ask for an online demo. Cloud quotes are now available.

Enclosed is the Monthly CDMS Software Support Agreement for Hancock County - Tax A/C. The applicable software for each office is listed on the Schedule A. This Agreement will go into effect on October 1, 2022, and will remain in effect until September 30, 2023. If you would like to place the items listed under support, please complete the Acceptance Section below and the Acknowledgment Section on the Agreement and mail or fax a completed copy of this letter and the Agreement to DSM. Please note that we have added the "total monthly charges", to include additional software/services, for budgeting purposes for your convenience to your Schedule A.

Customers under support will receive priority response and scheduling. Customers not under support will be provided assistance on a fee basis according to the attached Fee Schedule.

If you have any questions, please feel free to call the DSM support team at (662) 329-1222.

Sincerely,

Glen Davis

Glen Davis
President

GD:aw
enc

ACCEPTANCE SECTION

I would like to place the listed software (see Schedule A) under monthly support with Data Systems Management, Inc., for the price outlined in the Monthly CDMS Software Support Agreement.

Name: _____ Phone: _____

Purchase Order # (if needed): _____ Date: _____

P.O. Box 1348, Columbus, MS 39703 * (662) 329-1222
1505 Business Park Drive, Clinton, MS 39056 * (601) 925-6257
Columbus Fax (662) 329-1468 * Clinton Fax (601) 925-2223

IBM Business Partner

Attachment: DataSystemsManagement.CDMSSoftwareSupportAgreement.Tax - signed (10989 : Approve Data Systems Contract)

Schedule A

HANCOCK COUNTY - TAX
MONTHLY SUPPORT FEE
October 1, 2022 - September 30, 2023

TAX OFFICE		**$ 1438.00**
Mobile Homes		
Motor Vehicles		
Personal Property Appraisal		
Real Property Appraisal		
Privilege License		
Tax Assessment / Collection		
Public Utilities		
Sales Ratio		
Aircraft Registration		
Cash Journal		
Miscellaneous Receipts		
Boat Tracking	**$ 75.00**	
DSM Apex Interface	**$ 50.00**	
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ProntoDMS Parking Tags – RENTAL (ADDED 05/2021)	**$ 150.00**	
SOLID WASTE		**$ 156.00**
Solid Waste Accounts Receivable		
TOTAL MONTHLY SUPPORT		**$ 1594.00**
Additional Monthly Cost:		
Apex Software Support – 11 seats		***$ 220.00***
TOTAL MONTHLY CHARGES		**$ 1814.00**

Attachment: DataSystemsManagement.CDMSSoftwareSupportAgreement.Tax - signed (10989 : Approve Data Systems Contract)

CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT

FOR: Hancock County - Tax A/C

The following agreement pertains to the installed CDMS Software as identified by Hancock County - Tax A/C on the attached Schedule A. This agreement is effective October 1, 2022 – September 30, 2023. The payment is due at the first of each month. The following items and their related charges are covered by this agreement:

1. All programming to DSM installed software, as a result of Normal State Agency Mandated Changes, governed by law and with which the local government has to comply, will be completed at no charge. Installation will be charged at $125.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
2. Prescribed changes, recommended by the State, but not mandated, are not covered by the software support agreement and will be provided on a fee basis determined by DSM, Inc.
3. Software enhancements and/or upgrades that we offer to the existing software will be at no charge. Installation will be charged at $125.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
4. A discount on group training classes will be offered. Contact DSM for pricing.
5. Marketing consultation in the areas of purchasing hardware and non-CDMS software will be provided at no charge. Assistance with hardware problems will be provided on a fee basis as set forth in the attached Data System's Management, Inc. Fee Schedule Addendum "A".
6. On an "as needed" basis, DSM will perform disk maintenance and file storage "clean up" to maximize available space at no charge.
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9. An off-site copy of client's software & client selected data files can be kept in our office (non-vault condition) as an option to you. Clients can provide a monthly backup to DSM if you so choose. Routine backup procedures must be monitored by the client in order to help maintain system integrity.
10. Requested services not covered under this agreement will be billed per the attached fee schedule.
11. Data Systems Management shall have the right from time to time during reasonable business hours to enter upon any premises where any of the Programs may be located, for the purpose of confirming the existence, condition, and the proper maintenance of the Programs. The foregoing rights of entry are subject to any applicable governmental security laws, regulations, and rules.

Attachment: DataSystemsManagement.CDMSSoftwareSupportAgreement.Tax - signed (10989 : Approve Data Systems Contract)

CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT
FOR: Hancock County - Tax A/C

Continued

12. If client defaults on payment of this support agreement, DSM reserves the right to use the attached fee schedule of prices listed under "without support" to any services provided beyond the default date.
13. The client has the right to cancel at any time with the stipulation that any further services will be billed according to the attached fee schedule of prices listed under "without support".

ACKNOWLEDGMENT SECTION

I choose the following item:

_____ Software Support - P.O. # _____ or Minute Book / Date / Page _____

_____ No Software Support - I understand that without a software support agreement our agency will be billed according to the attached fee schedule for software services and that our current support, if any, will be terminated on October 1, 2022.

Signed: Scotty Ade Date: 6/20/2022

Title: Board President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: DataSystemsManagement.CDMSSoftwareSupportAgreement.Tax - signed (10989 : Approve Data Systems Contract)

DATA SYSTEMS MANAGEMENT, INC.
FEE SCHEDULE
October 1, 2022 - September 30, 2023

Addendum A

Prices with Signed Software Support Agreement

1.	Custom Programming	$ 125.00 **
2.	Data Correction	$ 125.00
3.	Hardware Assistance	$ 125.00
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5.	Travel Time	$ 75.00
6.	Storage for Monthly Backup	$ 20.00/month

** All programming services are a minimum of two hours.

Note: All travel will be charged an out of pocket expense fee for mileage of .59 per mile.

Attachment: DataSystemsManagement.CDMSSoftwareSupportAgreement.Tax - signed (10989 : Approve Data Systems Contract)

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Post Office Box 2428
Bay St. Louis, MS 39521-2428
Toll Free - 1.888.409.6651
FAX - 228.466.6239

Phone Numbers:
COLLECTOR - 228.467.1669
ASSESSOR - 228.467.5727
APPRAISAL - 228.467.0130

To: Hancock County
Board of Supervisors

Date: June 20, 2022

1. Request the following to be spread on the board minutes.

   a) The letter to document the utilization of the Our Lady of the Gulf Church (OLG) parking lots and green space.

2. Request the following to be approved by the Board of Supervisors.

   a) Request the Board of Supervisors to approve the software agreement with Data Systems Management Inc. and have the Board President to sign.

3. General discussion.

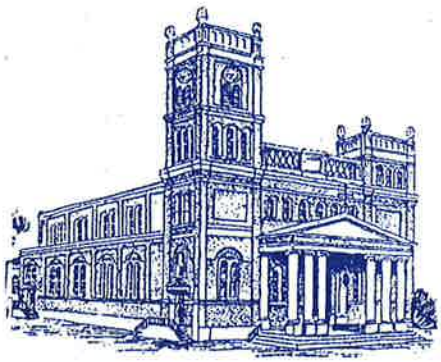
If my staff or I can be of any assistance to you please feel free to call.

Sincerely,

Jimmie Ladner Jr.

Jimmie Ladner, Jr.
Hancock County
Assessor/Tax Collector

Attachment: OLG Church (10988 : Spread letter dated June 1, 2022 from OLG Church)



Our Lady of the Gulf

228 South Beach Blvd.
Bay St. Louis, MS 39520
(228) 467-6509

June 1, 2022

Mr. Jimmy Ladner Jr.
Hancock County Tax Assessor
Post Office Box 2428
Bay St. Louis, MS 39521-2428

Dear Mr. Ladner,

This letter is being provided at your request to document the utilization of the Our Lady of the Gulf Church (OLG) parking lots and green spaces. When big events are taking place in Old Town Bay St Louis (i.e., Cruising the Coast, Jeepin the Coast, Pirate Day in the Bay) we must ensure the availability of parking spaces for parish events like regularly scheduled masses, weddings, funerals, Catholic School classes and events. We also feel it is necessary, as part of our stewardship of the parish grounds, to protect our property from damage and to benefit our ministries by taking advantage of fund raising opportunities.

Over the years we have allowed various OLG ministries and community organizations affiliated with the parish such as the Knights of Columbus, the OLG Ladies Auxiliary, the Boy Scouts, the OLG Youth Group and our Catholic Schools to manage parish parking lots and green spaces. Visitors are encouraged to give a suggested donation; some give more than suggested others less. Recently we have been striving to provide a list of upcoming parish events and a weekly Mass schedule, and to invite those parking on our grounds to attend parish events. If the lot is not monitored, signs are posted at the entrance of each lot stating the lots are for church use only.

The donated funds are used by the ministry or organization to support missions such as providing Christmas gifts and meals to needy families, Thanksgiving baskets for those in need, hurricane recovery projects, obtaining new sports equipment, defraying travel costs to youth conferences and youth sponsored outreach programs, and to provide money for area relief services/programs not managed by the parish.

Please let me know if this information satisfies your request. Again, we are striving to be good stewards of our property, give people an opportunity to donate and provide funds for parish and community

In Christ,

Reverend Michael O'Connor
Pastor, Our Lady of the Gulf

RECEIVED
Date 6-2-22
JIMMIE LADNER JR.
ASSESSOR - TAX COLLECTOR

Attachment: OLG Church (10988 : Spread letter dated June 1, 2022 from OLG Church)

Data Systems Management, Inc.

Glen Davis
President

Alan Smith
Vice President

June 3, 2022

Tim Kellar
Hancock County Chancery Clerk
854 Hwy 90, Ste. B
Bay St. Louis, MS 39520

RE: Software Support Agreement

Dear Tim:

First of all, allow me to thank you for being such a loyal and consistent customer to Data Systems over the years. Your satisfaction is very important to us, and we hope we have been successful in providing you with excellent customer service and products.

DSM continues to modernize and enhance our applications with graphical replacements. Payroll, Time and Attendance, and Justice Court applications have been completely upgraded to browser based graphical applications. We are now shifting our focus to our Tax applications and plan to begin rolling out graphical versions during 2023. We are also proud to announce that we have a total cloud solution for customers wanting to discontinue on premise equipment. Please ask us for a short demo of our new products at one of the many conferences we attend or just call and ask for an online demo. Cloud quotes are now available.

Enclosed is the Monthly CDMS Software Support Agreement for Hancock County - Chancery. The applicable software for each office is listed on the Schedule A. This Agreement will go into effect on October 1, 2022, and will remain in effect until September 30, 2023. If you would like to place the items listed under support, please complete the Acceptance Section below and the Acknowledgment Section on the Agreement and mail or fax a completed copy of this letter and the Agreement to DSM. Please note that we have added the "total monthly charges", to include additional software/services, for budgeting purposes for your convenience to your Schedule A.

Customers under support will receive priority response and scheduling. Customers not under support will be provided assistance on a fee basis according to the attached Fee Schedule.

If you have any questions, please feel free to call the DSM support team at (662) 329-1222.

Sincerely,

Glen Davis

Glen Davis
President

GD:aw
enc

ACCEPTANCE SECTION

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Name: _____ Phone: _____

Purchase Order # (if needed): _____ Date: _____

P.O. Box 1348, Columbus, MS 39703 * (662) 329-1222
1505 Business Park Drive, Clinton, MS 39056 * (601) 925-6257
Columbus Fax (662) 329-1468 * Clinton Fax (601) 925-2223

IBM Business Partner

Attachment: 20220614150157 (10957 : Approve CDMS Software Support Agreement)

Schedule A

HANCOCK COUNTY - CHANCERY
MONTHLY SUPPORT FEE
October 1, 2022 - September 30, 2023

CHANCERY OFFICE	**$ 194.00**
Land Redemption	
Land Redemption Settlement Checks	
Land Redemption Tax Deed Module	
TOTAL MONTHLY SUPPORT	**$ 194.00**

Attachment: 20220614150157 (10957 : Approve CDMS Software Support Agreement)

CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT

FOR: Hancock County - Chancery

The following agreement pertains to the installed CDMS Software as identified by Hancock County - Chancery on the attached Schedule A. This agreement is effective October 1, 2022 – September 30, 2023. The payment is due at the first of each month. The following items and their related charges are covered by this agreement:

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2. Prescribed changes, recommended by the State, but not mandated, are not covered by the software support agreement and will be provided on a fee basis determined by DSM, Inc.
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4. A discount on group training classes will be offered. Contact DSM for pricing.
5. Marketing consultation in the areas of purchasing hardware and non-CDMS software will be provided at no charge. Assistance with hardware problems will be provided on a fee basis as set forth in the attached Data System's Management, Inc. Fee Schedule Addendum "A".
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Attachment: 20220614150157 (10957 : Approve CDMS Software Support Agreement)

CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT
FOR: Hancock County - Chancery

Continued

12. If client defaults on payment of this support agreement, DSM reserves the right to use the attached fee schedule of prices listed under "without support" to any services provided beyond the default date.
13. The client has the right to cancel at any time with the stipulation that any further services will be billed according to the attached fee schedule of prices listed under "without support".

ACKNOWLEDGMENT SECTION

I choose the following item:

_____ Software Support - P.O. # _____ or Minute Book / Date / Page _____

_____ No Software Support - I understand that without a software support agreement our agency will be billed according to the attached fee schedule for software services and that our current support, if any, will be terminated on October 1, 2022 .

Signed: _____ Date: _____

Title: _____

Attachment: 20220614150157 (10957 : Approve CDMS Software Support Agreement)

DATA SYSTEMS MANAGEMENT, INC.
FEE SCHEDULE
October 1, 2022 - September 30, 2023

Addendum A

Prices with Signed Software Support Agreement

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3.	Hardware Assistance	$ 125.00
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Attachment: 20220614150157 (10957 : Approve CDMS Software Support Agreement)

Data Systems Management, Inc.

Glen Davis
President

Alan Smith
Vice President

June 3, 2022

Tim Kellar
Hancock County Chancery Clerk
854 Hwy 90, Ste. B
Bay St. Louis, MS 39520

RE: Software Support Agreement

Dear Tim:

First of all, allow me to thank you for being such a loyal and consistent customer to Data Systems over the years. Your satisfaction is very important to us, and we hope we have been successful in providing you with excellent customer service and products.

DSM continues to modernize and enhance our applications with graphical replacements. Payroll, Time and Attendance, and Justice Court applications have been completely upgraded to browser based graphical applications. We are now shifting our focus to our Tax applications and plan to begin rolling out graphical versions during 2023. We are also proud to announce that we have a total cloud solution for customers wanting to discontinue on premise equipment. Please ask us for a short demo of our new products at one of the many conferences we attend or just call and ask for an online demo. Cloud quotes are now available.

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If you have any questions, please feel free to call the DSM support team at (662) 329-1222.

Sincerely,

Glen Davis

Glen Davis
President

GD:aw
enc

ACCEPTANCE SECTION

I would like to place the listed software (see Schedule A) under monthly support with Data Systems Management, Inc., for the price outlined in the Monthly CDMS Software Support Agreement.

Name: Timothy A Kellar Chancery Clerk
By: Valerie Mills DC

Phone: _____

Purchase Order # (if needed): _____

Date: _____

CHANCERY CLERK HANCOCK COUNTY, MS

P.O. Box 1348, Columbus, MS 39703 * (662) 329-1222
1505 Business Park Drive, Clinton, MS 39056 * (601) 925-6257
Columbus Fax (662) 329-1468 * Clinton Fax (601) 925-2223

IBM Business Partner

Attachment: CDMS Software Support Agreement.Chancery-signed (10957 : Approve CDMS Software Support Agreement)

Schedule A

HANCOCK COUNTY - CHANCERY
MONTHLY SUPPORT FEE
October 1, 2022 - September 30, 2023

CHANCERY OFFICE	**$ 194.00**
Land Redemption	
Land Redemption Settlement Checks	
Land Redemption Tax Deed Module	
TOTAL MONTHLY SUPPORT	**$ 194.00**

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CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT

FOR: Hancock County - Chancery

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6. On an "as needed" basis, DSM will perform disk maintenance and file storage "clean up" to maximize available space at no charge.
7. CDMS application software program integrity is the responsibility of DSM. Errors which are a result of a DSM application software program malfunction will be corrected in order for the software to operate as it was designed at no charge.
8. Data file integrity is the responsibility of the client. Errors which result in incorrect data will be corrected by the client; if corrected by DSM, the client will be billed per the attached fee schedule.
9. An off-site copy of client's software & client selected data files can be kept in our office (non-vault condition) as an option to you. Clients can provide a monthly backup to DSM if you so choose. Routine backup procedures must be monitored by the client in order to help maintain system integrity.
10. Requested services not covered under this agreement will be billed per the attached fee schedule.
11. Data Systems Management shall have the right from time to time during reasonable business hours to enter upon any premises where any of the Programs may be located, for the purpose of confirming the existence, condition, and the proper maintenance of the Programs. The foregoing rights of entry are subject to any applicable governmental security laws, regulations, and rules.

Attachment: CDMS Software Support Agreement.Chancery-signed (10957 : Approve CDMS Software Support Agreement)

CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT
FOR: Hancock County - Chancery

Continued

12. If client defaults on payment of this support agreement, DSM reserves the right to use the attached fee schedule of prices listed under "without support" to any services provided beyond the default date.
13. The client has the right to cancel at any time with the stipulation that any further services will be billed according to the attached fee schedule of prices listed under "without support".

ACKNOWLEDGMENT SECTION

I choose the following item:

_____ Software Support - P.O. # _____ or Minute Book / Date / Page _____

_____ No Software Support - I understand that without a software support agreement our agency will be billed according to the attached fee schedule for software services and that our current support, if any, will be terminated on October 1, 2022.

Signed: Scotty Adam Date: 6/20/2022

Title: Board President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: CDMS Software Support Agreement.Chancery-signed (10957 : Approve CDMS Software Support Agreement)

DATA SYSTEMS MANAGEMENT, INC.
FEE SCHEDULE
October 1, 2022 - September 30, 2023

Addendum A

Prices with Signed Software Support Agreement

1.	Custom Programming	$ 125.00 **
2.	Data Correction	$ 125.00
3.	Hardware Assistance	$ 125.00
4.	Training	$ 125.00
5.	Travel Time	$ 40.00

Prices without Signed Software Support Agreement

1.	Custom Programming	$ 180.00 **
2.	Data Correction	$ 180.00
3.	Hardware Assistance	$ 180.00
4.	Training	$ 180.00
5.	Travel Time	$ 75.00
6.	Storage for Monthly Backup	$ 20.00/month

** All programming services are a minimum of two hours.

Note: All travel will be charged an out of pocket expense fee for mileage of .59 per mile.

Attachment: CDMS Software Support Agreement.Chancery-signed (10957 : Approve CDMS Software Support Agreement)

TIMOTHY A. KELLAR
CHANCERY CLERK - LAND REDEMPTION
854 HWY 90, STE B
BAY ST. LOUIS, MISSISSIPPI 39520

THE FIRST, A NATIONAL BANK AS
800 HWY 90, BAY ST. LOUIS, MS 39520
85-336
653

CHECK # 31237

VOID AFTER 1 YEAR

CHK DATE
6/01/2022

AMOUNT
$****11756 3

****11756 DOLLARS & 23 CENTS

PAY TO THE ORDER OF:

HANCOCK COUNTY

00000

NON-NEGOTIABLE
NON-NEGOTIABLE
NON-NEGOTIABLE

<0031237< *065303360* <0805007051< $00011756

Attachment: 20220614143733 (10954 : Spread Chancery Clerk's May Land Redemption Settlement Check)

Vendor	Invoice	----Pay To----	Amount	Typ	JNL	CHECK#	BK
CO	2022053003	HANCOCK COUNTY	1223.20 *	R	A		F
GENC	2022053008	HANCOCK COUNTY	11756.23 *	R	A		F
CST00	2022053004	HANCOCK COUNTY CONSTAB	710.00 *	R	A		F
SHF23	2022053012	HANCOCK COUNTY SHERIFF	2905.00 *	R	A		F
MDAH	2022053009	HANCOCK CTY(FOR DEPT O	289.00 *	R	A		F
SHF24	2022053013	HARRISON COUNTY SHERIF	230.00 *	R	A		F
19 0153	2022053033	HIGH SIERRA TAX SALE P	19101.71 *	R	A		F
SHF25	2022053014	HINDS COUNTY SHERIFFS	45.00 *	R	A		F
SHF30	2022053015	JACKSON COUNTY SHERIFF	45.00 *	R	A		F
19 0201	2022053043	JALEESA D JACKSON	1783.05 *	R	A		F
19 0008	2022053021	KALE FARMS LLC	4382.95 *	R	A		F
20 0008	2022053047	KALE FARMS LLC	2151.98 *	R	A		F
20 0098	2022053064	KIMBERLY ADAM-BOUSHIE	975.63 *	R	A		F
20 0010	2022053048	KORY D GIBSON	153.38 *	R	A		F
20 0080	2022053060	KRISTY LEWIS	277.15 *	R	A		F
19 0037	2022053025	LONG LAND INVESTMENTS	1050.30 *	R	A		F
19 0026	2022053023	MALNEC ENTERPRISES LLC	477.11 *	R	A		F
SHF46	2022053016	MARION COUNTY SHERIFFS	45.00 *	R	A		F
20 0107	2022053065	MARK DALLAS STEVENS	40.68 *	R	A		F

Attachment: 20220614143733 (10954 : Spread Chancery Clerk's May Land Redemption Settlement Check)

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVIC

3036 Longfellow Drive
P.O. Box 2795
Bay St. Louis, MS 39521

Phone: 228.467.2770
Fax: 228.467.2720

comptonengineering.com

June 8, 2022

Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

RE: Coast Electric Power Company
ROW Occupancy Request
Lower Bay Rd, main gate at Port Bienville Industrial Park

Dear Board Members:

We have received from your office a right-of-way permit application (attached). We recommend approval of the attached permit with the following conditions:

1) Road 106 does not appear to be a county road so this would not fall under county ROW Occupancy Procedure. The request for this bore crossing should be submitted to Hancock County Port and Harbor Commission (owner of the rail) and coordinated with the owner(s) of Road 106 corridor.
2) The other crossing on Lower Bay Road is within County ROW. We should also note that this crossing also proposes a bore under Port Bienville Railroad Crossing. And has been submitted to Hancock County Port and Harbor for approval as well.
3) Installation shall occur as far back from the roadway as possible but shall not be less than 10 feet from the edge of pavement.
4) Installation shall be a minimum of 3' below ground surface and run parallel to roadway.
5) Permit is not valid until proper construction notice is given and work is verified. Permit will not be executed by County Engineer until referenced notice is given.
6) Applicant shall also provide a 48-hour notice to County Engineer prior to work being performed.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Geoffrey F. Clemens, P.E.
President

Pc: Anthony Cuevas, Hancock County Building Official

PASCAGOULA
BILOXI
BAY ST. LOUIS

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 222-010.004-1
Date 06/08/2022

Project 222-010.004 ROW OCCUPANCY REQ - COAST ELECTRIC (LOWER BAY RD. MAIN GATE AT PORT BIENVILLE)

Period of Service: May 31 - June 8, 2022

ROW OCCUPANCY REQUEST - COAST ELECTRIC - LOWER BAY ROAD MAIN GATE AT PORT BIENVILLE, HANCOCK CO., MS

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
ROW Request	1,260.00	100.00	0.00	1,260.00	1,260.00
Total	1,260.00	100.00	0.00	1,260.00	1,260.00

Invoice total 1,260.00

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

RECEIVED
MAY 24 2022
BY:

HANCOCK COUNTY BUILDING OFFICE
854 HIGHWAY 90 SUITE A
BAY ST. LOUIS, MS. 39520
(228) 467-4157

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

May 24, 2022

Geoffrey Clemens
County Engineer

Re: ROW Occupancy Request

Coast Electric Power Association
18020 Hwy 603 Kiln, MS 39556
Chandler Hemphill, Conexon, Project Manager
Chandler.hemphill@conexon.us

Geoff,

I have received a Right of Way Request from the above Utility Provider requesting to Bore Under the Rail Road Crossing located at Lower Bay Rd. by the main gate of Port Beinville Industrial Park to install fiber optic.

Please provide a complete review for the Right of Way Request, the Utility Contractor has agreed with the cost associated with the review.

HANCOCK COUNTY, MS
BUILDING & ZONING

Thanks,

Anthony Cuevas
Hancock County Building Office

FORM-SA ROW-U2
(Rev. 07-01-2005)

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF-WAY

PROJECT NO. _____ COUNTY Hancock

UTILITY NAME Coast Electric Power Association,

BY Chandler Hemphill, Conexon, Project Manager,
(Name & Company Title)

ADDRESS 18020 MS 603, Kiln, MS, herein called APPLICANT,

proposes to construct Underground bore
(Type of Facility)

along or across RR crossing at Lower Bay Rd & CR 106 Road, said facility to be
(Name of Road)

installed between Station No._____ and Station No._____ and within the road right-of-way, and hereby makes application to the County for the construction permit. Attached hereto are drawings or plans for the construction, which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public roads and streets within the State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. No. SA II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the project.

The Applicant shall be responsible for future maintenance and repair of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road widening, construction or maintenance, and its right to reimbursement of its costs shall be in accordance with State Laws affecting County roads in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic.

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

FORM-SA ROW-U2
(Rev. 07-01-2005)

WITNESS THE SIGNATURE OF THE APPLICANT this the 16 day of

May, 2022.

By: Chandler Hemphill

Title: Project Manager, Conexon

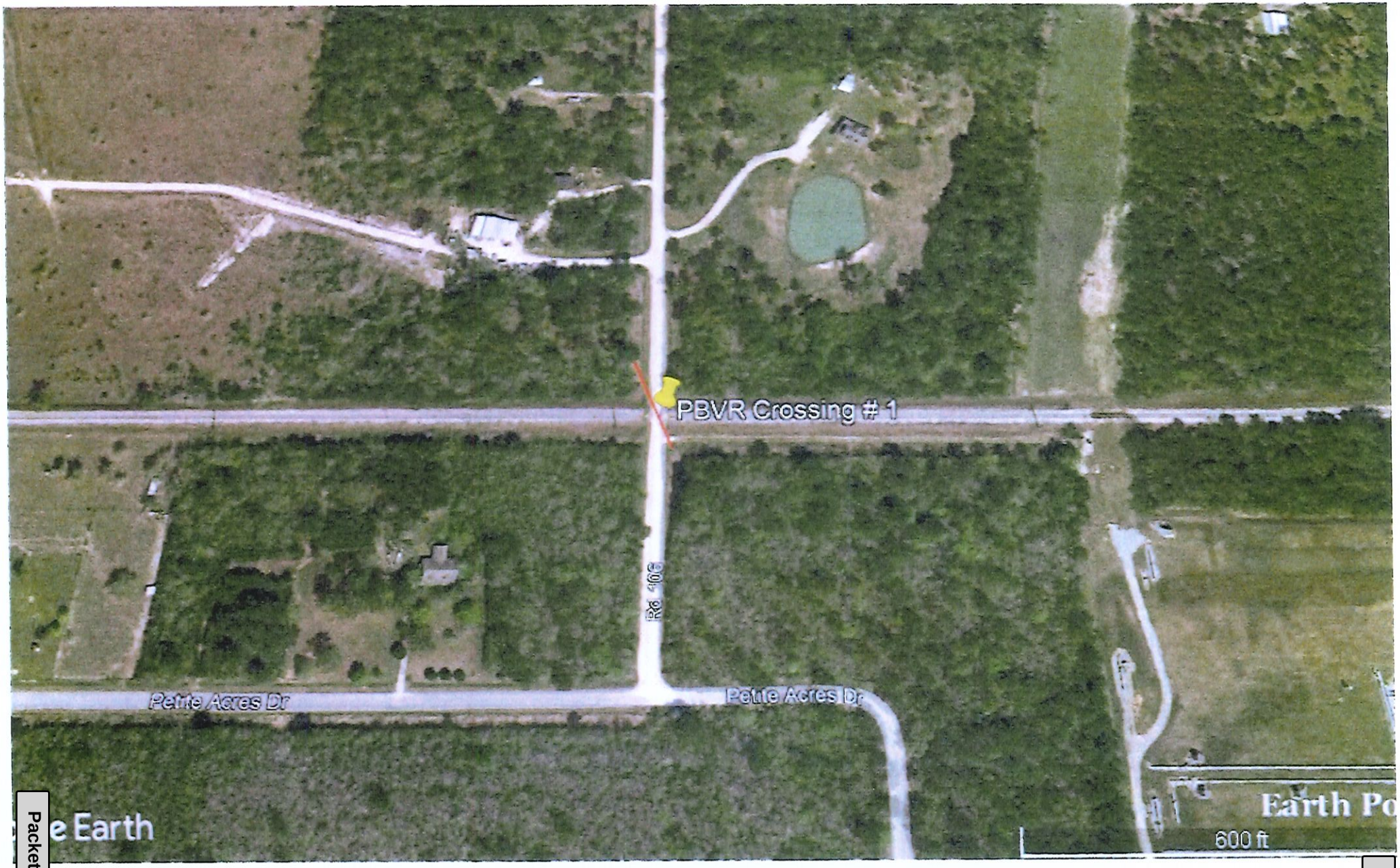
AGREED TO AND APPROVED BY ORDER OF THE _____

COUNTY BOARD OF SUPERVISORS this the _____ day of _____,

_____.

By: _____
County/LSBP Engineer

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)


PBVR Crossing # 1
Petite Acres Dr
Petite Acres Dr
600 ft

Lower Bay Rd
PBVR Crossing #2
Earth
100 ft

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY)	B. Reporting Agency	C. Reason for Update (Select only one)	D. DOT Crossing Inventory Number
03 / 23 / 2021	☒ Railroad ☐ Transit ☐ State ☐ Other	☐ Change in Data ☐ New Crossing ☐ Closed ☐ No Train Traffic ☐ Quiet Zone Update ☐ Re-Open ☒ Date Change Only ☐ Change in Primary Operating RR ☐ Admin. Correction	911748A

Part I: Location and Classification Information

1. Primary Operating Railroad	2. State	3. County
Port Bienville Railroad [PBVR]	MISSISSIPPI	HANCOCK

4. City / Municipality	5. Street/Road Name & Block Number	6. Highway Type & No.
☐ In ☒ Near WAVELAND	LOWER BAY ROAD (Street/Road Name) | * (Block Number)	no

7. Do Other Railroads Operate a Separate Track at Crossing?	8. Do Other Railroads Operate Over Your Track at Crossing?
☐ Yes ☒ No If Yes, Specify RR	☐ Yes ☒ No If Yes, Specify RR

9. Railroad Division or Region	10. Railroad Subdivision or District	11. Branch or Line Name	12. RR Milepost
☐ None COUNTY	☐ None DISTRICT I	☐ None PBVR	(prefix) | 0004.00 (nnnn.nnn) | (suffix)

13. Line Segment *	14. Nearest RR Timetable Station *	15. Parent RR (if applicable)	16. Crossing Owner (if applicable)
	ANSLEY	☐ N/A PBVR	☐ N/A PBVR

17. Crossing Type	18. Crossing Purpose	19. Crossing Position	20. Public Access (if Private Crossing)	21. Type of Train	22. Average Passenger Train Count Per Day
☒ Public ☐ Private	☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	☒ At Grade ☐ RR Under ☐ RR Over	☐ Yes ☐ No	☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other	☐ Less Than One Per Day ☐ Number Per Day 0

23. Type of Land Use
☐ Open Space ☐ Farm ☐ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☒ RR Yard

24. Is there an Adjacent Crossing with a Separate Number?	25. Quiet Zone (FRA provided)
☐ Yes ☒ No If Yes, Provide Crossing Number	☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established

26. HSR Corridor ID	27. Latitude in decimal degrees	28. Longitude in decimal degrees	29. Lat/Long Source
☒ N/A	(WGS84 std: nn.nnnnnnn) 30.241644	(WGS84 std: -nnn.nnnnnnn) -89.542259	☒ Actual ☐ Estimated

30.A. Railroad Use *	31.A. State Use *
30.B. Railroad Use *	31.B. State Use *
30.C. Railroad Use *	31.C. State Use *
30.D. Railroad Use *	31.D. State Use *
32.A. Narrative (Railroad Use) *	32.B. Narrative (State Use) *

33. Emergency Notification Telephone No. (posted)	34. Railroad Contact (Telephone No.)	35. State Contact (Telephone No.)
228-671-9303	228-533-7788	601-359-7910

Part II: Railroad Information

1. Estimated Number of Daily Train Movements

1.A. Total Day Thru Trains (6 AM to 6 PM)	1.B. Total Night Thru Trains (6 PM to 6 AM)	1.C. Total Switching Trains	1.D. Total Transit Trains	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2	0	20	0	20

2. Year of Train Count Data (YYYY)	3. Speed of Train at Crossing
1987	3.A. Maximum Timetable Speed (mph) 5 3.B. Typical Speed Range Over Crossing (mph) From 5 to 5

4. Type and Count of Tracks
Main 1 Siding 0 Yard 0 Transit 0 Industry 0

5. Train Detection (Main Track only)
☐ Constant Warning Time ☒ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None

6. Is Track Signaled?	7.A. Event Recorder	7.B. Remote Health Monitoring
☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date *(MM/DD/YYYY)* 03/23/2021	PAGE 2	D. Crossing Inventory Number *(7 char.)* 911748A

Part III: Highway or Pathway Traffic Control Device Information

1. Are there Signs or Signals? ☒ Yes ☐ No

2. Types of Passive Traffic Control Devices associated with the Crossing

2.A. Crossbuck Assemblies *(count)*	2.B. STOP Signs *(R1-1)* *(count)*	2.C. YIELD Signs *(R1-2)* *(count)*	2.D. Advance Warning Signs *(Check all that apply; include count)* ☐ None
2	0		☒ W10-1 2 ☐ W10-3 ☐ W10-11 ☐ W10-2 ☐ W10-4 ☐ W10-12

2.E. Low Ground Clearance Sign *(W10-5)*	2.F. Pavement Markings	2.G. Channelization Devices/Medians	2.H. EXEMPT Sign *(R15-3)*	2.I. ENS Sign *(I-13)* Displayed
☐ Yes *(count ____)* ☒ No	☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None	☐ All Approaches ☐ Median ☐ One Approach ☐ None	☐ Yes ☐ No	☐ Yes ☐ No

2.J. Other MUTCD Signs	2.K. Private Crossing Signs *(if private)*	2.L. LED Enhanced Signs *(List types)*
☐ Yes ☒ No Specify Type ____ Count ____ Specify Type ____ Count ____ Specify Type ____ Count ____	☐ Yes ☐ No	

3. Types of Train Activated Warning Devices at the Grade Crossing *(specify count of each device for all that apply)*

3.A. Gate Arms *(count)*	3.B. Gate Configuration	3.C. Cantilevered *(or Bridged)* Flashing Light Structures *(count)*	3.D. Mast Mounted Flashing Lights *(count of masts)* 2	3.E. Total Count of Flashing Light Pairs
Roadway 2 Pedestrian ____	☐ 2 Quad ☐ 3 Quad ☐ 4 Quad ☐ Full *(Barrier)* Resistance ☐ Median Gates	Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	☐ Incandescent ☒ LED ☐ Back Lights Included ☐ Side Lights Included	0

3.F. Installation Date of Current Active Warning Devices: *(MM/YYYY)*	3.G. Wayside Horn	3.H. Highway Traffic Signals Controlling Crossing	3.I. Bells *(count)*
09 / 2017 ☐ Not Required	☐ Yes Installed on *(MM/YYYY)* ____/____ ☒ No	☐ Yes ☒ No	0

3.J. Non-Train Active Warning	3.K. Other Flashing Lights or Warning Devices
☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None	Count 0 Specify type ____

4.A. Does nearby Hwy Intersection have Traffic Signals?	4.B. Hwy Traffic Signal Interconnection	4.C. Hwy Traffic Signal Preemption	5. Highway Traffic Pre-Signals	6. Highway Monitoring Devices *(Check all that apply)*
☐ Yes ☒ No	☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs	☐ Simultaneous ☐ Advance	☒ Yes ☐ No Storage Distance * ____ Stop Line Distance * 2	☐ Yes - Photo/Video Recording ☐ Yes – Vehicle Presence Detection ☒ None

Part IV: Physical Characteristics

1. Traffic Lanes Crossing Railroad	2. Is Roadway/Pathway Paved?	3. Does Track Run Down a Street?	4. Is Crossing Illuminated? *(Street lights within approx. 50 feet from nearest rail)*
☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic Number of Lanes 2	☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No

5. Crossing Surface *(on Main Track, multiple types allowed)* Installation Date * *(MM/YYYY)* 05 / 2007 Width * 12 Length * 65

☐ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal
☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other *(specify)* ____

6. Intersecting Roadway within 500 feet?	7. Smallest Crossing Angle	8. Is Commercial Power Available? *
☐ Yes ☒ No If Yes, Approximate Distance *(feet)* ____	☐ 0° – 29° ☐ 30° – 59° ☒ 60° - 90°	☒ Yes ☐ No

Part V: Public Highway Information

1. Highway System	2. Functional Classification of Road at Crossing	3. Is Crossing on State Highway System?	4. Highway Speed Limit
☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☒ (08) Non-Federal Aid	☒ (0) Rural ☐ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☒ (7) Local	☐ Yes ☒ No	35 MPH ☐ Posted ☐ Statutory

5. Linear Referencing System *(LRS Route ID)* *

6. LRS Milepost *

7. Annual Average Daily Traffic *(AADT)*	8. Estimated Percent Trucks	9. Regularly Used by School Buses?	10. Emergency Services Route
Year 1987 AADT 000319	04 %	☐ Yes ☒ No Average Number per Day ____	☐ Yes ☐ No

Submission Information - *This information is used for administrative purposes and is not available on the public website.*

Submitted by ____ Organization ____ Phone ____ Date ____

Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

Applicant Information

Legal Name of Company:	Coast Electric Power Association		
Municipal Ownership, if any:		State of incorporation:	MS
If not a corporation, name(s) of owners or partners:			
Contact Name:	Louis Lee	Phone:	228-216-7623
Fax:		Email Address:	louislee@coastepa.com
Business Address:	6375 Hwy 11 N, Picayune MS 39466		

Corporate Information ◉ Same as above

Legal Name of Company:			
Municipal Ownership, if any:		State of incorporation:	
If not a corporation, name(s) of owners or partners:			
Contact Name:		Phone:	
Fax:		Email Address:	
Business Address:			

Application For ◉ Wire Line Crossing ○ Wire line parallel to track ○ Both

Purpose
Type of service requested: ○ Commercial ○ Industrial ○ Individual (residential) ○ Multi-Family (subdivision)

Other, Please explain: Communication

Location

Name of Railroad:	Port Bienville Railroad	City:	Waveland	State:	MS	County:	Hancock
Distance and direction from nearest Railroad milepost:	Crossing at RR MP 2.00						
Distance and direction from centerline of nearest road crossing:	Crossing at CR 106						
Distance in feet measured along the track from the point wire(s) cross the track (main track or more than one track) to known point on Railroad (centerline of road crossing, center of railroad culvert, east or west end of a railroad bridge, points of a railroad switch):	1' North of CL of CR 106						
Angle wire will make with track at the point of crossing:	45 Degrees						
Distance from centerline of nearest track if a parallel wire line encroachment:	NA						
Total length of wire line on railroad right of way:	100' in Public ROW						

Wire Line Data

○ Electric ◉ Fiber Optic ○ Telephone ○ Cable TV ○ Other (specify) _____

Size and type of wire or cable:	1/2"		
Number of electrical conductors:	Voltage: 0	Phase: 0	Cycles: 0
Number of other wires:	1		
Number of optic fibers:	144	Number of pairs of telephone conductors:	

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

Overhead Wire Line(s)

Number of new poles on Railroad Right of way:		Or in public right of way:	
Distance of each pole from centerline of closest railroad track measured perpendicular to the track (also show on attached sketch):			
Distance of closest guy wires to the centerline of the closest railroad track measured perpendicular to the track (also show on attached sketch):			
Vertical distance lowest wire is above top of rail of highest railroad track:			
Vertical distance lowest wire is above highest wire of railroad signal, communication, or electrical supply line(s):			
Length of wire span over track(s):		Length of adjacent span:	

Underground Wire Line(s)

Indicate Boring Method:	(●) Directional bore ( ) Bore Pit	
Distance from header of dry boring or jacking pit to center of closest track measured perpendicular to track:		73' West / 111' East
Length of casing pipe: 184'	Type of pipe: 4" HDPE SDR 11	Wall Thickness of pipe: .409"
Vertical distance from base of rail of lowest track to top of casing:	15'	
Distance from bottom of track ditch to wire or conduit:	6'	
Distance below ground surface outside of track and track ditch area:	6'	

Pipe Data

	Carrier	Casing		Carrier	Casing
Contents to be handled:		Fiber	Normal Operating Pressure:		NA
Nominal Size of Pipe:		4"	Outside Diameter:		4.500"
Inside Diameter:		3.633"	Wall Thickness:		.409"
Weight per Foot:		2.294 Lbs	Material:		HDPE
Process of Manufacture:		ASTM	Specification:		PE 3806
Grade or Class:		SDR 11	Test Pressure:		NA
Type of Joint:		Fused	Type of Coating:		Resin
Details of Cathodic Protection:		NA	Details of Seal or Protection at Ends of Casing:		Na
Method of Installation:		HDD	Character of Subsurface Material at the Crossing Location:		NA
Approximate Ground Water Level:		NA	Source of Information on Subsurface Conditions (Borings, Test Pits or Other):		NA

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

Project Information

Date you expect to be on Railroad premises:	TBD	Date you expect to complete project:	1 Day
Is facility: ○ Temporary ◉ Permanent	If temporary, estimated term: _____ (weeks, months, etc.)		
Will you employ a contractor for installation or maintenance?: ○ Yes ○ No ◉ Yes, but contractor has not been identified			
Company Name:		Contact Name:	
Phone:		Fax:	
Mobile:		Email Address:	
Business Address:			

Project Comments:

Proposed installation of a Fiber Optics line across the Port Bienville Railroad (PBVR) corridor at County Road 106 near Waveland, Hancock County, Mississippi.
USDOT # 975670K - Milepost 02.00, PBVR Line
Hancock Division, District 1 Subdivision
Lat: 30.241873
Long: -89.500898

If this application has been prepared by a consultant or other third party, please complete the following:

Name of individual who prepared application:	Dave Thomas
Name of firm:	Eagle 1 Resources, LLC
Business address of preparer:	636 Shelton Way, Auburn AL 36830
Phone:	334.209.0508
Fax:	
Email:	dthomas@eagle1resources.com

Print Form

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

Horizontal Directional Drilling (HDD) Bore Plan Template

Failure to provide all requested information will cause a delay in processing your request.

Bore Pipe Information:

Pipe Size (O.D.): 4.500" Pipe Material & Grade: HDPE SDR 11 Weight of Pipe (lb/ft): 2.3 lb. / ft

** HDPE must be grade SDR 11 or better (thicker wall)

Equipment Information:

Proposed Equipment (Brand/Model): Vermeer 20x22 Series

Method of Drilling Fluid Recovery: Vermeer V500 Vacuum System

Maximum Drilling Machine Pullback Capabilities: 22,000 lb

Minimum Drilling RPM: 50 Maximum Drilling RPM: 130

Minimum Drilling PSI: 5,000 Maximum Drilling PSI: 20,000

Minimum Drilling GPM: 5 Maximum Drilling GPM: 25

Drilling Head Type: Chevron Dia.: 4 in. Number/Size of Holes/Nozzles: 7/.5"/NA

Back Reamer Head: Type: Vermeer Dia.: 6 in. Number/Size of Holes/Nozzles: 1/.125"/NA

Drilling Head Fluid Pressure: Pilot Bore: 800 psi/min 1000 psi/max 900 Operating psi

Back Ream: 400 psi/min 500 psi/max 450 Operating psi

Anticipated Drilling Fluid Rate: Pilot Bore: 25 gal/min Back Ream: 25 gal/min

Geotechnical: Soil Type: Glacier Silt / Elston Sandy Loam Bearing Capacity: N/A psi

** For bores 2ft" or larger, a soil boring geotechnical profile is required

Design Information: Entry Angle: 10 Deg Exit Angle: 10 Deg Depth: Base of rail to Top of Casing: 15'

Maximum size of bore hole: 4 " Number and Diameter of back reams: 1 / 6"

*** The maximum size of the bore hole may not exceed Outside Diameter (O.D.) x 1.5 if O.D. is 10" or less. If the O.D. is greater than 10", the bore hole may not exceed O.D. x 1.3 or 12" whichever is less

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

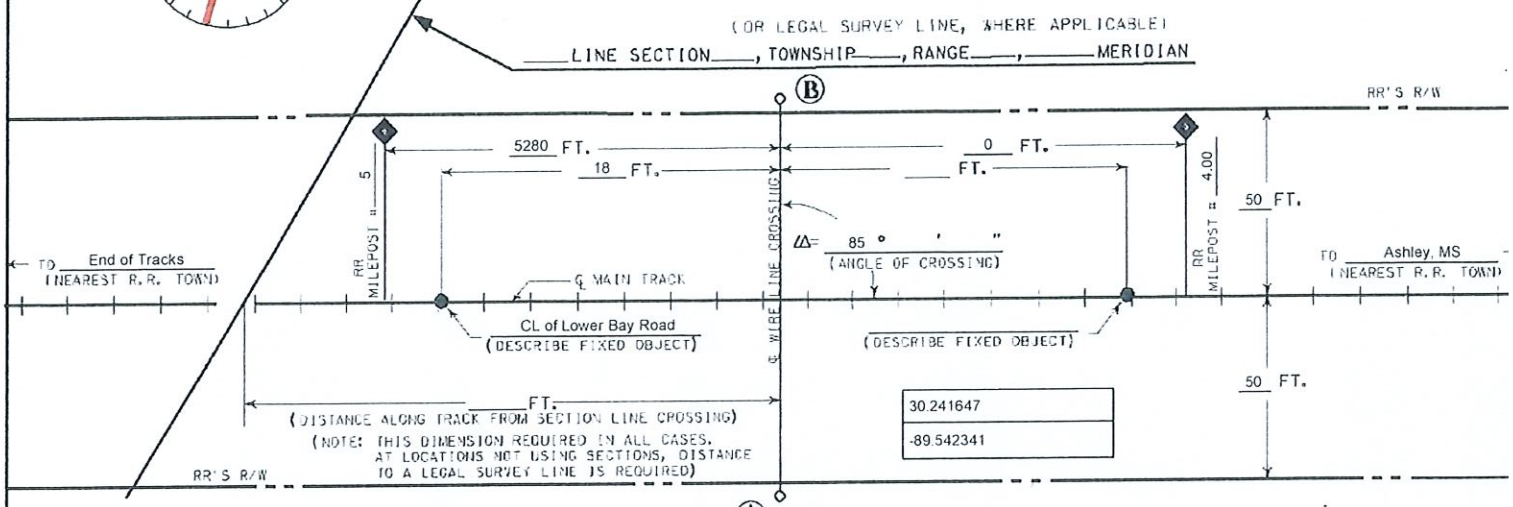
PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

NO SCALE



FORMULA TO FIGURE CAS LENGTH WITH ANGLE OF CROSSING OTHER THAN 9

$$\frac{8}{\sin \Delta}$$

NOTES :

PBVR Site # 2 / USDOT # 911748A

A) TYPE WIRELINE CROSSING: Fiber Optics - 144 Count

B) VOLTAGE TO BE CARRIED UNDER TRACK 0 NO. OF WIRES 1

C) CASING TYPE TO BE INSTALLED 4" HDPE SDR 11

D) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S): (WET BORE NOT PERMITTED); HDD

E) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 55' (30' MIN.)

F) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) NA

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

(SUBDIVISION)

M. P. _____ E. S. _____

UNDERGROUND WIRELINE CROSSING

(NEAREST RR STATION) (COUNTY) (STATE)

FOR _____

(APPLICANT)

RR FILE NO. _____ DATE _____

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

Frac-Out Contingency Plan

For Horizontal Directional Drilling

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

FOC PLAN - TABLE OF CONTENTS

1.0 Introduction and Purpose
2.0 Description of Work
3.0 Site Supervisor/Foremen Responsibilities
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6.0 Drilling Procedures
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6.2 Field Response to Frac-Out Occurrence
6 6.3 Response Close-Out Procedures
6 6.4 Construction Re-Start
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8.0 Project Completion and Cleanup

FRAC-OUT CONTINGENCY PLAN (FCP)

1.0 Introduction and Purpose

Directional bore operations have a potential to release drilling fluids into the surface environment through frac-outs (A frac-out is the condition where drilling mud is released through fractured bedrock into the surrounding rock and sand and travels toward the surface.) Because drilling muds consist largely of a bentonite clay-water mixture, they are not classified as toxic or hazardous substances. However, if it is released into water bodies, bentonite has the potential to adversely impact fish and invertebrates. While drilling fluid seepage associated with a frac-out is most likely to occur near the bore entry and exit points where the drill head is shallow, frac-outs can occur in any location along a directional bore. This Frac-Out Contingency Plan (FCP) establishes operational procedures and responsibilities for the prevention, containment, and cleanup of frac-outs associated with the proposed directional drilling utility project. All personnel responsible for the work must adhere to this plan during the directional drilling process. The specific objectives of this plan are to:

1. Minimize the potential for a frac-out associated with directional drilling activities;
2. Provide for the timely detection of frac-outs;

3. Protect the environmentally sensitive riverbed and associated riparian vegetation;
4. Ensure an organized, timely, and "minimum-impact" response in the event of a frac-out and release of drilling bentonite; and
5. Ensure that all appropriate notifications are made immediately to the customer, management and safety personnel.

2.0 Description of Work

The proposed project consists of:

Explain work task in detail to crew members. Drilling operations will be halted by the drill rig operators immediately upon detection of a drop in drilling pressure or other evidence of a frac-out. The cleanup of all spills shall begin immediately. Management and safety department shall be notified immediately of any spills and shall be consulted regarding clean-up procedures. A spill kit shall be onsite and used if a frac-out occurs. A vacuum truck and containment materials, such as straw bales, shall also be on-site prior to and during all operations. The Site Supervisor will be immediately notified. In the event of a frac-out, the on-site foreman/supervisor will conduct an evaluation of the situation and direct recommended mitigation actions, based on the following guidelines.

a. If the frac-out is minor, easily contained, has not reached the surface and is not threatening sensitive sources, drilling operations may resume after use of a leak stopping compound or redirection of the bore.
b. If the frac-out has reached the surface, any material contaminated with bentonite shall be removed by hand to a depth of 2-feet, contained and properly disposed of, as required by law. The drilling contractor shall be responsible for ensuring that the bentonite is either properly disposed of at an approved disposal facility or properly recycled in an approved manner. The Site Supervisor shall notify and take any necessary follow-up response actions in coordination with agency representatives. The Site Supervisor will coordinate the mobilization of equipment stored at off-site locations (e.g., vacuum trucks) on an as needed basis.

3.0 Site Supervisor/Foremen Responsibilities

The Site Supervisor/Foremen has overall responsibility for implementing this FCP. The Site Supervisor/Foremen will ensure that all employees are trained prior to all drilling. The Site Supervisor/Foremen shall be notified immediately when a frac-out is detected. The Site Supervisor/Foremen will be responsible for ensuring that the safety department is aware of the frac-out, coordinating personnel, response, cleanup, regulatory agency notification and coordination to ensure proper clean-up, disposal of recovered material and timely reporting of the incident. The Site Supervisor/Foremen shall ensure all waste materials are properly containerized, labeled, and removed from the site to an approved disposal facility by personnel experienced in the removal, transport and disposal of drilling mud.

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

The Site Supervisor/Foremen shall be familiar with all aspects of the drilling activity, the contents of this Frac-Out Contingency Plan and the conditions of approval under which the activity is permitted to take place. The Site Supervisor/Foremen shall have the authority to stop work and commit the resources (personnel and equipment) necessary to implement this plan. The Site Supervisor/Foremen shall assure that a copy of this plan is available (onsite) and accessible to all construction personnel. The Site Supervisor/Foremen shall ensure that all workers are properly trained and familiar with the necessary procedures for response to a frac-out, prior to commencement of drilling operations.

4.0 Equipment

The Site Supervisor shall ensure that:

- All equipment and vehicles are checked and maintained daily to prevent leaks of hazardous materials.
- Spill kits and spill containment materials are available on-site at all times and that the equipment is in good working order.
- Equipment required to contain and clean up a frac-out release will either be available at the work site or readily available at an offsite location within 15-minutes of the bore site.
- If equipment is required to be operated near a riverbed, absorbent pads and plastic sheeting for placement beneath motorized equipment shall be used to protect the riverbed from engine fluids;

5.0 Training

Prior to the start of construction, the Site Supervisor/Foremen, shall ensure that the crew members receive training in the following:

- The provisions of the Frac-Out Contingency Plan, equipment maintenance and site specific permit and monitoring requirements;
- Inspection procedures for release prevention and containment equipment and materials;
- Contractor/crew obligation to immediately stop the drilling operation upon first evidence of the occurrence of a frac-out and to immediately report any frac-out releases;
- Contractor/crew member responsibilities in the event of a release;
- Operation of release prevention and control equipment and the location of release control materials, as necessary and appropriate; and
- Protocols for communication with agency representatives who might be on-site during the clean-up effort.

6.0 Drilling Procedures

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

The following procedures shall be followed each day, prior to the start of work.

The Frac-Out Contingency Plan shall be available on-site during **all** construction.
The Site Supervisor/Foremen shall be on-site at any time that drilling is occurring or is planned to occur. The Site Supervisor/Foremen shall ensure that a Job Briefing meeting is held at the start of each day of drilling to review the appropriate procedures to be followed in case of a frac-out. Questions shall be answered and clarification given on any point over which the drilling crew or other project staff has concerns.

Drilling pressures shall be closely monitored so they do not exceed those needed to penetrate the formation.
Pressure levels shall be monitored randomly by the operator.
Pressure levels shall be set at a minimum level to prevent frac-outs.
During the pilot bore, maintain the drilled annulus. Cutters and reamers will be pulled back into previously-drilled sections after each new joint of pipe is added.
Exit and entry pits shall be enclosed by silt fences and straw.
A spill kit shall be on-site and used if a frac-out occurs.
A vacuum truck shall be readily available on-site prior to and during all drilling operations.
Containment materials (Straw, silt fencing, sand bags, frac-out spill kits, etc.) shall be staged on-site at location where they are readily available and easily mobilized for immediate use in the event of an accidental release of drilling mud (frac-out).
If necessary, barriers (straw bales or sedimentation fences) between the bore site and the edge of the water source, shall be constructed, prior to drilling, to prevent released bentonite material from reaching the water.
Once the drill rig is in place, and drilling begins, the drill operator shall stop work whenever the pressure in the drill rig drops, or there is a lack of returns in the entrance pit. At this time, the Site Supervisor/Foremen shall be informed of the potential frac-out. The Site Supervisor/Foremen and the drill rig operator(s) shall work to coordinate the likely location of the frac-out. The location of the frac-out shall be recorded and notes made on the location and measures taken to address the concern. The following subsections shall be adhered to when addressing a frac-out situation.

Water containing mud, silt, bentonite, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake, flowing stream or any other water source. The Bentonite used in the drilling process shall be either disposed of at an approved disposal facility or recycled in an approved manner. Other construction materials and wastes shall be recycled, or disposed of, as appropriate.

6.1 Vac-Truck

A vacuum truck shall be staged at a location from which it can be mobilized and relocated so that any place along the drill shot, can be reached by the apparatus, within 10 minutes of a frac-out.

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

6.2 Field Response to Frac-Out Occurrence

The response of the field crew to a frac-out release shall be immediate and in accordance with procedures identified in this Plan. All appropriate emergency actions that do not pose additional threats to sensitive resources will be taken, as follows:

a. Directional boring will stop immediately;
b. The bore stem will be pulled back to relieve pressure on frac-out;
c. The Site Supervisor/Foremen will be notified to ensure that management and the safety department is notified, adequate response actions are taken and notifications made;
d. The Site Supervisor/Foremen shall evaluate the situation and recommend the type and level of response warranted, including the level of notification required; e. If the frac-out is minor, easily contained, has not reached the surface and is not threatening sensitive resources, a leak stopping compound shall be used to block the frac-out. If the use of leak stopping compound is not fully successful, the bore stem shall be redirected to a new location along the desired drill path where a frac-out has not occurred;
f. If the frac-out has reached the surface, any material contaminated with bentonite shall be removed by hand, to a depth of 2 feet, contained and properly disposed of, as required by law. A dike or berm may be constructed around the frac-out to entrap released drilling fluid, if necessary. Clean sand shall be placed and the area returned to pre-project contours.
g. If a frac-out occurs, reaches the surface and becomes widespread, the Site Supervisor/Foremen shall authorize a readily accessible vacuum truck and bulldozer stored off-site to be mobilized. The vacuum truck may be either positioned at either end of the line of the drill so that the frac-out can be reached by crews on foot, or may be pulled by a bulldozer, so that contaminated soils can be vacuumed up.

6.3 Response Closeout Procedures

When the release has been contained and cleaned up, response closeout activities will be conducted at the direction of the Site Supervisor/Foremen and shall include the following:

a. The recovered drilling fluid will either be recycled or hauled to an approved facility for disposal. No recovered drilling fluids will be discharged into streams, storm drains or any other water source;
b. All frac-out excavation and clean-up sites will be returned to pre-project contours using clean fill, as necessary;
c. All containment measures (fiber rolls, straw bale, etc.) will be removed, unless otherwise specified by the Site Supervisor/Foremen.

6.4 Construction Re-start

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

For small releases not requiring external notification, drilling may continue, if 100 percent containment is achieved through the use of a leak stopping compound or redirection of the bore and the clean-up crew remains at the frac-out location throughout the construction period.
For releases requiring external notification and/or other agencies, construction activities will not restart without prior approval from the safety department.

6.5 Bore Abandonment

Abandonment of the bore will only be required when all efforts to control the frac-out within the existing directional bore have failed.

7.0 Notification

In the event of a frac-out that reaches a water source, the Site Supervisor/Foremen will notify safety department so they can notify the appropriate resource agencies. All agency notifications will occur within 24 hours and proper documentation will be accomplished in a timely and complete manner. The following information will be provided:

1. Name *and* telephone number of person reporting;
2. Location of the release;
3. Date and time of release:
4. Type and quantity, estimated size of release;
5. How the release occurred;
6. The type of activity that was occurring around the area of the frac-out;
7. Description of any sensitive areas, and their location in relation to the frac-out;
8. Description of the methods used to clean up or secure the site; and
9. Listing of the current permits obtained for the project.

7.1 Communicating with Regulatory Agency Personnel

All employees and subcontractors will adhere to the following protocols when permitting Regulatory Agency Personnel arrive on site. Regulatory Agency Personnel will be required to comply with appropriate safety rules. Only the Site Supervisor/Foremen and the safety department are to coordinate communication with Regulatory Agency Personnel.

7.2 Documentation

The Site Supervisor/Foremen shall record the frac-out event in his or her daily log. The log will include the following: Details on the release event, including an estimate of the amount of bentonite released, the location and time of release, the size of the area impacted, and the success of the clean-up action. The log report shall also include the: Name and telephone number of person reporting; Date, How the release occurred; The type of activity that was occurring around the area of the frac-out; Description of any sensitive areas, and their

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

location in relation to the frac-out; Description of the methods used to clean up or secure the site; and a listing of the current permits obtained for the project.

8.0 Project Completion and Clean-up

a. All materials and any rubbish-construction debris shall be removed from the construction zone at the end of each workday;
b. Sump pits at bore entry and exits will be filled and returned to natural grade; and
c. All protective measures (fiber rolls, straw bale, silt fence, etc.) will be removed unless otherwise specified by the Site Supervisor/Foremen.

Please see attached HDD Bore Plan Template for Installation Specifications.

The work will be continuous until the drilling is complete and the pipe is pulled in place

The bore will be constantly tracked with location and depth marked every 10 feet

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

EAGLE 1 RESOURCES
Subsurface Utility Consultant | Strategic Planning & Management

info@eagle1resources.com
www.eagle1resources.com

January 31, 2022

Submitted Via Email

Shane LaFontaine
Port Bienville Railroad Manager
14054 Fred & Al Key Road
Kiln, MS 39556

Subject: **Proposed installation of a Fiber Optics line across the Port Bienville Railroad (PBVR) corridor at Lower Bay Road near Waveland, Hancock County, Mississippi.**

USDOT # 911748A – Lower Bay Road
Waveland, Hancock County, Mississippi
Milepost 04.00, PBVR Line
County Division, District 1 Subdivision

Lat: 30.241647
Long: -89.542341

Ladies / Gentlemen:

Eagle 1 Resources, LLC is a strategic planning company which provides consultant management services to the utility and communications industries. We are contacting you today on behalf of our customer, Coast Electric Power Association ("CEP"). Our purpose in contacting you is to discuss a proposed wire line installation across the Port Bienville Railroad (PBVR) corridor at Lower Bay Road near Waveland, Hancock County, Mississippi.

Attached is a copy of the proposed plan, cross-section, and specifications of this project. The installation will be an underground crossing. The bore pits are located outside the PBVR safe zone. The proposed installation exceeds the applicable railroad minimum requirements and the AREMA Standards. This installation conforms to all federal, state, county, and city laws applicable at this time. A certificate of CEP's General Liability Insurance is available upon request. In addressing the Railroad Protective Liability (RPL) request, our customer is willing to meet and/or exceed any coverage which would be provided by RPL insurance.

CEP understands the railroad may incur actual costs associated with review of this project and CEP will pay reasonable actual costs incurred in connection with plan review.

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

Prior to installation, CEP's personnel will contact the local railroad representative for coordination purposes. We would like to utilize a flagman on this project, and we understand there is a charge for this service. CEP would need to secure a quote for this flagmen service prior to their installation.

We would like to receive your review comments and/or any proposed agreement within thirty (30) days of this letter. Secondly, please provide us with the location of any underground facilities located in the public road project area not covered by the normal line location request procedures for this area. Our proposed installation is estimated to begin within sixty (60) days. If you need to discuss this matter further, please contact me at the telephone numbers listed below. I will be happy to address any concerns you may have with this installation.

Thank you for your assistance in reviewing our recommended installation. I look forward to working with you on this and other projects as we provide consultant management services to our customer.

Sincerely,

David L. Thomas

David L. Thomas
Managing Member
Eagle 1 Resources, LLC
636 Shelton Way
Auburn, AL. 36830

Office 334.209.0508
Mobile 334.546.8166

E-mail dthomas@eagle1resources.com
Web www.eagle1resources.com

cc: Mr. Louis Lee
VP PM Coast EPA
6375 Hwy 11 N
Picayune MS 39466

Telephone: 228-216-7623
Email: louislee@coastepa.com

Dennis Feathers
PM Conexon LLC
6375 Hwy 11 N
Picayune MS 39466

Telephone: 601-720-0380
Email: Dennis.feathers@conexon.us

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

File Number: _____

PIPE DATA AND SPECIFICATIONS (Use F11 Key to tab from cell to cell)			
	Specification	Carrier Pipe	Casing Pipe
(1)	Pipe material	Fiber Optic Cable	HDPE Conduit
(2)	Material specifications and grade	N/A	SDR-11
(3)	Specified minimum yield strength	N/A	160 PSI
(4)	Nominal size in inches	N/A	4"
(5)	Wall thickness in inches	N/A	.409"
(6)	Type of seam	N/A	N/A
(7)	Type of joints	N/A	N/A
	Check Yes or No		
(8)	Are tunnel liner plates required	Yes No	
(9)	Protective coating	Yes No	
(10)	Cathodic protection	Yes No	
(11)	Cathodic protection type	N/A	
(12)	Commodity Description:	Underground Utility Wireline	
(13)	Maximum Operating Pressure:	N/A	
(14)	Is Commodity Flammable:	No	

Notes / Comments:

Attachment: Letter to HCBOS - ROW Coast Electric (10998 : Approve ROW Request Coast Electric)

SECTION 00943-03
CHANGE ORDER NO. 3

Date of Issuance: May 20, 2022 Effective Date: May 20, 2022

Project: Renourishment and Repairs of HC Beach and Walking Path Repairs	Owner: Hancock County Board of Supervisors	Funding Agent's Contract No.: N/A
Contract: Renourishment and Repairs of HC Beach and Walking Path Repairs		Date of Contract: February 24, 2022
Contractor: DNA Underground, LLC		Engineer's Project No.: 221-044

16101 S. Swan Road

Gulfport, MS 39503

The Contract Documents are modified as follows upon execution of this Change Order:

Description: This Change Order is requested to adjust contract price due to increases of fuel cost associated with this project. Adjustment subject to review month to month.

Attachments: Attachment No. 1 to Change Order No. 3

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$4,303,990.00

Contract Price prior to this Change Order:

$2,508,990.00

Change of this Change Order:

$191,149.80

Contract Price incorporating this Change Order:

$2,890,087.40

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ■ Calendar days

Substantial completion (date): July 3, 2022

Ready for final payment (date): July 3, 2022

Contract Times prior to this Change Order:

Substantial completion (date): October 11, 2022

Ready for final payment (date): October 11, 2022

Change of this Change Order:

Substantial completion (date): October 11, 2022

Ready for final payment (date): October 11, 2022

Contract Times with all approved Change Orders:

Substantial completion (date): October 11, 2022

Ready for final payment (date): October 11, 2022

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract, and waives all right to file any future claims arising out of this change.

APPROVED BY FUNDING AGENCY: _____ Date: _____

To be effective, this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

Attachment: 00943-03Change Order No. 3 (Revised) (10999 : Approve Renourishment and Repairs of HC Beach and Walking Path)

@ Adjustment Subject to Review Month to Month

DNA UNDERGROUND, LLC

May 2, 2022

Compton Engineering

RE Renourishment & Repairs of Hancock County Beach & Walking Path Repairs

We are formally requesting that a change order be issued to adjust Contract price. We have suffered substantial increases to the fuel cost associated with this project. Below is a breakdown detailing the fuel used for performing the work with the associated additional cost.

Description	Fuel Increase Per Gallon Since Bid Date	Fuel Burn Per Day		CY Dredged Per Day	Additional Cost Per CY
Dredge @ Pit	$1.50	250		1333	$0.28

Description	Fuel Increase Per Gallon Since Bid Date	Fuel Burn Per Day		CY Loaded Per Day	Additional Cost Per CY
Loader @ Pit Loading Trucks	$1.50	80		1333	$0.09

Description	Fuel Increase Per Gallon Since Bid Date	Fuel Burn Per Day Per Truck	Loads Per Day	CY of Sand Per Load	Additional Cost Per CY
Trucking to Site	$1.50	100	7	25	$0.86

Description	Fuel Increase Per Gallon Since Bid Date	Fuel Burn Per Day		CY Installed Per Day	Additional Cost Per CY
3- Loaders @ Site Spreading & Grading	$1.50	240		1333	$0.27

Total DNA Cost Increase per CY =	$1.50
Tax + Bond 6% DNA 8% MU =	~~$0.22~~ .09
Total Requested Price Increase Per CY =	~~$1.72~~ 1.59

Sincerely,

Kenny Stokes
Chief Operations Officer
DNA Underground, LLC.
16101 South Swan Road
Gulfport, MS 39503

Attachment: 00943-03Change Order No. 3 (Revised) (10999 : Approve Renourishment and Repairs of HC Beach and Walking Path)

MEMORANDUM OF JUSTIFICATION AND NEGOTIATION
RENOURISHMENT AND REPAIRS TO HC BEACH AND WALKING PATH REPAIRS
CHANGE ORDER NUMBER 3

A change order is requested on the referenced project in order to adjust contract price.

See attached letter from DNA Underground, LLC.

Attachment: 00943-03Change Order No. 3 (Revised) (10999 : Approve Renourishment and Repairs of HC Beach and Walking Path)

February 7, 2022

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in February 2022 are furnished as follows.

FUELS

	Per Gallon	Per Liter
Gasoline	$2.8151	$0.7437
Diesel	$3.1774	$0.8394

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	$2.4236	$575.00	$0.6403	$633.82
Viscosity Grade AC-10	$2.4131	$572.50	$0.6375	$631.06
Viscosity Grade AC-20	$2.3098	$548.00	$0.6102	$604.06
Viscosity Grade AC-30	$2.3098	$548.00	$0.6102	$604.06
Grade PG-64-22	$2.3098	$548.00	$0.6102	$604.06
Grade PG-67-22	$2.2866	$542.50	$0.6041	$597.99
Grade PG-76-22	$2.8812	$683.57	$0.7611	$753.49
Grade PG-82-22	$3.2737	$776.67	$0.8648	$856.12

EMULSIFIED ASPHALTS, PRIMES, & TACK COATS		
Grade SS-1	$2.1496	$0.5679
Grade RS-2C (CRS-2)	$2.5208	$0.6659
Grade CRS-2P	$2.8350	$0.7489
Grade EA-1, EPR-1, & AE-P	$3.4500	$0.9114
Grade CSS-1 & 1H (Undiluted)	$2.4780	$0.6546
Grade CSS-1 & 1H	$1.7400	$0.4597

DSM: wcc

SHANE MARTIN, P.E.
STATE CONSTRUCTION ENGINEER

Attachment: 00943-03Change Order No. 3 (Revised) (10999 : Approve Renourishment and Repairs of HC Beach and Walking Path)

March 7, 2022

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in March 2022 are furnished as follows.

FUELS

	Per Gallon	Per Liter
Gasoline	$2.8312	$0.7479
Diesel	$3.2357	$0.8548

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	$2.6344	$625.00	$0.6959	$688.93
Viscosity Grade AC-10	$2.6238	$622.50	$0.6931	$686.18
Viscosity Grade AC-20	$2.5206	$598.00	$0.6659	$659.17
Viscosity Grade AC-30	$2.5206	$598.00	$0.6659	$659.17
Grade PG-64-22	$2.5206	$598.00	$0.6659	$659.17
Grade PG-67-22	$2.4605	$583.75	$0.6500	$643.46
Grade PG-76-22	$3.0559	$725.00	$0.8073	$799.16
Grade PG-82-22	$3.4282	$813.33	$0.9056	$896.53

EMULSIFIED ASPHALTS, PRIMES, & TACK COATS		
Grade SS-1	$2.2129	$0.5846
Grade RS-2C (CRS-2)	$2.5976	$0.6862
Grade CRS-2P	$2.9118	$0.7692
Grade EA-1, EPR-1, & AE-P	$3.4500	$0.9114
Grade CSS-1 & 1H (Undiluted)	$2.5593	$0.6761
Grade CSS-1 & 1H	$1.8300	$0.4834

SHANE MARTIN, P.E.
STATE CONSTRUCTION ENGINEER

DSM: wcc

Attachment: 00943-03Change Order No. 3 (Revised) (10999 : Approve Renourishment and Repairs of HC Beach and Walking Path)

May 9, 2022

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in May 2022 are furnished as follows.

FUELS

	Per Gallon	Per Liter
Gasoline	$3.3902	$0.8956
Diesel	$4.6487	$1.2281

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	$2.9505	$700.00	$0.7794	$771.60
Viscosity Grade AC-10	$2.9400	$697.50	$0.7767	$768.85
Viscosity Grade AC-20	$2.8451	$675.00	$0.7516	$744.05
Viscosity Grade AC-30	$2.8451	$675.00	$0.7516	$744.05
Grade PG-64-22	$2.8451	$675.00	$0.7516	$744.05
Grade PG-67-22	$2.8572	$677.86	$0.7548	$747.20
Grade PG-76-22	$3.4713	$823.57	$0.9170	$907.82
Grade PG-82-22	$3.8427	$911.67	$1.0151	$1004.93

EMULSIFIED ASPHALTS, PRIMES, & TACK COATS		
Grade SS-1	$2.4236	$0.6402
Grade RS-2C (CRS-2)	$2.8835	$0.7617
Grade CRS-2P	$3.1976	$0.8447
Grade EA-1, EPR-1, & AE-P	$3.4500	$0.9114
Grade CSS-1 & 1H (Undiluted)	$2.6902	$0.7107
Grade CSS-1 & 1H (Diluted 1 to 1 Fog Seal)	$1.9200	$0.5072

SHANE MARTIN, P.E.
STATE CONSTRUCTION ENGINEER

DSM : wcc

Attachment: 00943-03Change Order No. 3 (Revised) (10999 : Approve Renourishment and Repairs of HC Beach and Walking Path)

Renourishment & Repairs to HC Beach and Walking Path Repairs

Hancock County Board of Supervisors

Project Manager: Dusty Gartman
Contract Date: 2/24/2022 (Thursday)
Today's Date: 5/24/2022 (Tuesday)

WBS	Task	Start	End	Work Days	% Done
1	Contract Date	Thu 2/24/22	Thu 11/10/22	0	0%
2	Pre-Construction Meeting	Fri 3/11/22	Fri 3/11/22	0	100%
3	Notice to Proceed / Completion Date	Mon 4/04/22	Tue 10/11/22	190	28%
4	Submittals	Wed 2/23/22	Wed 5/11/22	77	100%
6	Sand Fence & Vegetation Material Delivery	Thu 2/24/22	Wed 6/29/22	125	75%
9	Mobilization	Mon 4/04/22	Wed 5/04/22	30	100%
10	Installation of Beach Sand	Mon 4/04/22	Tue 10/11/22	190	25%
11	Furnish and Plant Vegetation	Thu 6/30/22	Tue 10/11/22	103	0%
12	Furnish and Install Sand Fencing	Thu 6/23/22	Tue 10/11/22	110	0%
13	Remove and Replace damaged concrete bike path	Thu 6/30/22	Sat 7/30/22	30	0%
21	Substantial Completion	Tue 10/11/22	Tue 10/11/22	0	0%
22	Project Close Out	Tue 10/11/22	Thu 11/10/22	30	0%

Attachment: 00943-03Change Order No. 3 (Revised) (10999 : Approve Renourishment and Repairs of HC Beach and Walking Path)

SECTION 00943-03
CHANGE ORDER NO. 3

Date of Issuance: May 20, 2022 Effective Date: May 20, 2022

Project: Renourishment and Repairs of HC Beach and Walking Path Repairs	Owner: Hancock County Board of Supervisors	Funding Agent's Contract No.: N/A
Contract: Renourishment and Repairs of HC Beach and Walking Path Repairs		Date of Contract: February 24, 2022
Contractor: DNA Underground, LLC		Engineer's Project No.: 221-044

16101 S. Swan Road

Gulfport, MS 39503

The Contract Documents are modified as follows upon execution of this Change Order:

Description: This Change Order is requested to adjust contract price due to increases of fuel cost associated with this project. Adjustment subject to review month to month.

Attachments: Attachment No. 1 to Change Order No. 3

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ■ Calendar days
	Substantial completion (date): July 3, 2022
$4,303,990.00	Ready for final payment (date): July 3, 2022
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (date): October 11, 2022
$2,508,990.00	Ready for final payment (date): October 11, 2022
Change of this Change Order:	Change of this Change Order:
	Substantial completion (date): October 11, 2022
$191,149.80	Ready for final payment (date): October 11, 2022
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (date): October 11, 2022
$2,700,139.80	Ready for final payment (date): October 11, 2022

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: 6/2/2022	Date: _____

BOARD OF SUPERVISORS HANCOCK COUNTY MS

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract, and waives all right to file any future claims arising out of this change.

APPROVED BY FUNDING AGENCY: _____ Date: _____

To be effective, this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

Attachment: Change Order No. 3 - Renourishment and Repairs of HC Beach and Walking Path - signed (10999 : Approve Renourishment and

@ Adjustment Subject to Review Month to Months

DNA UNDERGROUND, LLC

May 2, 2022

Compton Engineering

RE Renourishment & Repairs of Hancock County Beach & Walking Path Repairs

We are formally requesting that a change order be issued to adjust Contract price. We have suffered substantial increases to the fuel cost associated with this project. Below is a breakdown detailing the fuel used for performing the work with the associated additional cost.

Description	Fuel Increase Per Gallon Since Bid Date	Fuel Burn Per Day		CY Dredged Per Day	Additional Cost Per CY
Dredge @ Pit	$1.50	250		1333	$0.28

Description	Fuel Increase Per Gallon Since Bid Date	Fuel Burn Per Day		CY Loaded Per Day	Additional Cost Per CY
Loader @ Pit Loading Trucks	$1.50	80		1333	$0.09

Description	Fuel Increase Per Gallon Since Bid Date	Fuel Burn Per Day Per Truck	Loads Per Day	CY of Sand Per Load	Additional Cost Per CY
Trucking to Site	$1.50	100	7	25	$0.86

Description	Fuel Increase Per Gallon Since Bid Date	Fuel Burn Per Day		CY Installed Per Day	Additional Cost Per CY
3- Loaders @ Site Spreading & Grading	$1.50	240		1333	$0.27

Total DNA Cost Increase per CY =	$1.50
Tax + Bond 6% DNA 5% MU =	~~$0.09~~ .09
Total Requested Price Increase Per CY =	~~$1.72~~ 1.59

Sincerely,

Kenny Stokes
Chief Operations Officer
DNA Underground, LLC.
16101 South Swan Road
Gulfport, MS 39503

Attachment: Change Order No. 3 - Renourishment and Repairs of HC Beach and Walking Path - signed (10999 : Approve Renourishment and

MEMORANDUM OF JUSTIFICATION AND NEGOTIATION
RENOURISHMENT AND REPAIRS TO HC BEACH AND WALKING PATH REPAIRS
CHANGE ORDER NUMBER 3

A change order is requested on the referenced project in order to adjust contract price.

See attached letter from DNA Underground, LLC.

Attachment: Change Order No. 3 - Renourishment and Repairs of HC Beach and Walking Path - signed (10999 : Approve Renourishment and

February 7, 2022

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in February 2022 are furnished as follows.

FUELS

	Per Gallon	Per Liter
Gasoline	$2.8151	$0.7437
Diesel	$3.1774	$0.8394

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	$2.4236	$575.00	$0.6403	$633.82
Viscosity Grade AC-10	$2.4131	$572.50	$0.6375	$631.06
Viscosity Grade AC-20	$2.3098	$548.00	$0.6102	$604.06
Viscosity Grade AC-30	$2.3098	$548.00	$0.6102	$604.06
Grade PG-64-22	$2.3098	$548.00	$0.6102	$604.06
Grade PG-67-22	$2.2866	$542.50	$0.6041	$597.99
Grade PG-76-22	$2.8812	$683.57	$0.7611	$753.49
Grade PG-82-22	$3.2737	$776.67	$0.8648	$856.12

EMULSIFIED ASPHALTS, PRIMES, & TACK COATS		
Grade SS-1	$2.1496	$0.5679
Grade RS-2C (CRS-2)	$2.5208	$0.6659
Grade CRS-2P	$2.8350	$0.7489
Grade EA-1, EPR-1, & AE-P	$3.4500	$0.9114
Grade CSS-1 & 1H (Undiluted)	$2.4780	$0.6546
Grade CSS-1 & 1H	$1.7400	$0.4597

DSM: wcc

SHANE MARTIN, P.E.
STATE CONSTRUCTION ENGINEER

Attachment: Change Order No. 3 - Renourishment and Repairs of HC Beach and Walking Path - signed (10999 : Approve Renourishment and

March 7, 2022

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in March 2022 are furnished as follows.

FUELS

	Per Gallon	Per Liter
Gasoline	$2.8312	$0.7479
Diesel	$3.2357	$0.8548

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	$2.6344	$625.00	$0.6959	$688.93
Viscosity Grade AC-10	$2.6238	$622.50	$0.6931	$686.18
Viscosity Grade AC-20	$2.5206	$598.00	$0.6659	$659.17
Viscosity Grade AC-30	$2.5206	$598.00	$0.6659	$659.17
Grade PG-64-22	$2.5206	$598.00	$0.6659	$659.17
Grade PG-67-22	$2.4605	$583.75	$0.6500	$643.46
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Grade PG-82-22	$3.4282	$813.33	$0.9056	$896.53

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Grade CSS-1 & 1H (Undiluted)	$2.5593	$0.6761
Grade CSS-1 & 1H	$1.8300	$0.4834

SHANE MARTIN, P.E.
STATE CONSTRUCTION ENGINEER

DSM: wcc

Attachment: Change Order No. 3 - Renourishment and Repairs of HC Beach and Walking Path - signed (10999 : Approve Renourishment and

May 9, 2022

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in May 2022 are furnished as follows.

FUELS

	Per Gallon	Per Liter
Gasoline	$3.3902	$0.8956
Diesel	$4.6487	$1.2281

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	$2.9505	$700.00	$0.7794	$771.60
Viscosity Grade AC-10	$2.9400	$697.50	$0.7767	$768.85
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Grade PG-64-22	$2.8451	$675.00	$0.7516	$744.05
Grade PG-67-22	$2.8572	$677.86	$0.7548	$747.20
Grade PG-76-22	$3.4713	$823.57	$0.9170	$907.82
Grade PG-82-22	$3.8427	$911.67	$1.0151	$1004.93

EMULSIFIED ASPHALTS, PRIMES, & TACK COATS		
Grade SS-1	$2.4236	$0.6402
Grade RS-2C (CRS-2)	$2.8835	$0.7617
Grade CRS-2P	$3.1976	$0.8447
Grade EA-1, EPR-1, & AE-P	$3.4500	$0.9114
Grade CSS-1 & 1H (Undiluted)	$2.6902	$0.7107
Grade CSS-1 & 1H (Diluted 1 to 1 Fog Seal)	$1.9200	$0.5072

SHANE MARTIN, P.E.
STATE CONSTRUCTION ENGINEER

DSM : wcc

Attachment: Change Order No. 3 - Renourishment and Repairs of HC Beach and Walking Path - signed (10999 : Approve Renourishment and

Renourishment & Repairs to HC Beach and Walking Path Repairs

Hancock County Board of Supervisors

Project Manager: Dusty Gartman
Contract Date: 2/24/2022 (Thursday)
Today's Date: 5/24/2022 (Tuesday)

WBS	Task	Start	End	Work Days	% Done
1	Contract Date	Thu 2/24/22	Thu 11/10/22	0	0%
2	Pre-Construction Meeting	Fri 3/11/22	Fri 3/11/22	0	100%
3	Notice to Proceed/Completion Date	Tue 4/5/22	Tue 10/11/22	190	29%
4	Submittals	Wed 3/23/22	Wed 6/1/22	77	100%
5	Sand Placer & Vegetation Material Delivery	Thu 3/24/22	Wed 6/29/22	125	75%
6	Mobilization	Mon 4/18/22	Wed 5/04/22	13	100%
7	Installation of Bench Sand	Mon 4/18/22	Tue 10/11/22	230	29%
8	Finish and Plant Vegetation	Thu 5/5/22	Tue 10/11/22	269	0%
9	Finish and Install Sand Fencing	Thu 5/5/22	Tue 10/11/22	110	0%
10	Remove and Replace damaged concrete bike path	Thu 5/5/22	Sat 7/30/22	30	0%
11	Substantial Completion	Tue 10/11/22	Tue 10/11/22	0	0%
12	Project Close Out	Tue 10/11/22	Thu 11/10/22	30	0%

Attachment: Change Order No. 3 - Renourishment and Repairs of HC Beach and Walking Path - signed (10999 : Approve Renourishment and

Valerie Fitts

From: Jamie Bean <beanexcavating@hotmail.com>
Sent: Monday, June 13, 2022 4:51 PM
To: Vic Johnson
Subject: Scrap bid

CAUTION EXTERNAL EMAIL

Please do not click links or open attachments unless you recognize the sender and know the content is safe.
NEVER input any personal information, usernames, or passwords from sources you can't verify.

Bean Excavating will offer $110.00 a standard ton for the scrap metal at the north and south barns. We will load and haul material. We will also provide the county with scale tickets from a certified scale to pay off of. Thank you for the opportunity!

Sent from my iPhone

Attachment: Bean Scrap bid (10960 : Approve Scrap Metal Bids)

Valerie Fitts

From: sandy parker <sandrakayparker6@yahoo.com>
Sent: Wednesday, June 8, 2022 11:46 AM
To: Vic Johnson
Subject: Parkers Scrap Metal LLC Bid

CAUTION EXTERNAL EMAIL

Please do not click links or open attachments unless you recognize the sender and know the content is safe.
NEVER input any personal information, usernames, or passwords from sources you can't verify.

June 8, 2022

Parkers Scrap will come to both locations in Hancock County and load with our equipment and haul all scrap metal. Price will be $100.00 net ton. We will get this done in a timely manner, once we set a cleanup start date we will haul daily until cleaned up. Price is good 30 days from above date. If you have any questions give us a call we will be glad to help in any way.

Sandra Parker Hyatt
Sent from my iPad

Attachment: Parkers Scrap Metal LLC Bid (10960 : Approve Scrap Metal Bids)

NUCOR
SKYLINE STEEL LLC

Sales Rep: Jacob Tynes
Phone: (205) 262-9909
Fax: (205) 262-9910
Email: jacob.tynes@nucorskyline.com
Address: 1 Metroplex Drive Suite 205
Birmingham, AL, 35209

Quote # Q-49863

Project Name	Quote Date	Bid Date	Quote Expiration Date
Hancock Co. - H Piles	Thursday, May 26, 2022	Monday, May 30, 2022	Saturday, June 25, 2022

060 - Alabama

Customer Contact	Billing Address	Shipping Location
Jacob Tynes jacob.tynes@nucorskyline.com 205-262-9909	1 Metroplex Drive Suite 205 Birmingham AL 35209 USA	Hancock Co., MS

Quote Totals

Net Weight	Net Tons	Net Amount
116,800.00 lb	58.4	$99,168.00

Quote Conditions

Price in effect at the time of order placement from stock subject to prior sale with delivery included to the jobsite in Hancock Co., MS

Product Details

Product Name	Pieces	Units	Weight	Unit Price	Extended Price	Optional
H PILE - 14X073 - A57250	**40**	**40.00 ft**	**116,800.00 lb**	**$61.98/ft**	**$99,168.00**	
		Total Weight:	**116,800.00 lb**	**Total Price:**	**$99,168.00**	

Attachment: Steel Pile quotes_20220614165811 (10997 : Approve steel pile quotes)

Hammer & Steel, Inc.
11916 Missouri Bottom Road
Hazelwood, MO 63042

(314)895-4600
(314)895-4070 (FAX)

QUOTATION

REF: HP 14x73

To: LeRoy

Date: 5/27/2022

We are pleased to quote on the following materials for your consideration:

Item	Description	Pieces	Lgth	Wt/LF	Weight LBS	Price/LB	Extension
1	**NEW HP 14X73 STEEL H-PILING** Rolled in accordance with ASTM A-572 gr 50 specifications, uncoated	40	40	73.00	116,800	$0.8478	$99,023.04
1	**Truck freight to Kiln, MS**	3	truck loads			$3,750.00	$11,250.00
							$110,273.04

F.O.B. Petersburg, VA
Del: From Current stock, subject to prior sale

Terms: Net 30 days, subject to credit approval.
Sales tax is not included.
Hammer & Steel's standard terms and conditions are included as a part of this quotation.
Various factors are causing steel prices to be unstable, therefore prices cannot be held firm for a specific time period. Pricing in effect at time of shipment.

Hammer & Steel, Inc.

Tim Dittmeier (314) 895-4600

Attachment: Steel Pile quotes_20220614165811 (10997 : Approve steel pile quotes)

SMPDD

Southern Mississippi Planning & Development District

BUILDING A STRONGER MISSISSIPPI

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT
AND
HANCOCK COUNTY

SMPDD is pleased to submit this Service Agreement to the Hancock County Board of Supervisors for the various services necessary to generate a Road Network Maintenance and Improvements Plan.

Task 1: Data Gathering and GIS Line-Work Creation ***$1,000***

The SMPDD team will meet with County staff to identify the extents of the road network to be surveyed and to define all roads and areas to be excluded from the survey. County shall provide existing GIS data and an official road registry to the team so that review maps can be created. This step is critical to establish the network and must be complete before additional work can commence. If you do not want certain roads to be surveyed and invoiced, please clearly identify such roads or do not include them in the initial line-work dataset that you provide.

The fee for Task 1 is a Lump Sum cost.

Task 2: Roadway Network Evaluation ***$40,000***

The SMPDD team will conduct a windshield survey and video existing roads. The roadway condition will be evaluated and a PASER rating will be applied to each segment. Attributes to be collected include lane count, striping, curb and gutter, lane width, and potholes.

The fee for Task 2 is based on an estimated 500 road miles and covers the cost of data collection, road rating, video assessment and data processing (Estimated 500 miles at $80/mi). Invoiced mileage will be based on field surveyed mileage and not final reported mileage. Initial line-work data quality, along with data processing and possible line-work cleanup, may positively or negatively affect the final reported mileage numbers in comparison to field surveyed and invoiced mileage.

Task 3: Data Analysis and Treatment Meeting ***$14,000***

The SMPDD team will analyze the raw data and conduct QA/QC on all information collected. The segments will be smoothed into "constructible" segments and presented in electronic and paper format for review by County staff. The team will conduct a meeting with County staff and elected officials to present the initial network analysis and discuss pavement preservation treatments to include in the plan.

County staff shall confirm that the surveyed road network linework is accurately depicted and the same linework will be used for the development of the plan. After confirmation, any changes to the network will result in an additional mobilization fee plus standard rate for survey and processing.

Reported boundaries, such as Ward/District Boundaries or City/County Boundaries, will be finalized based on review map provided at treatment meeting. The consultant is not responsible for correcting reporting errors caused by incorrect boundary data provided by the client or the client's representatives.

The fee for Task 3 is a Lump Sum cost.

10441 Corporate Drive, Suite 1, Gulfport, MS 39503 | (228) 868-2311 | Fax (228) 868-2550
914 Sullivan Drive, Hattiesburg, MS 39401 | (601) 545-2137 | Fax (601) 545-2164
www.smpdd.com

Attachment: SMPDD road plan_20220615160832 (11000 : Discussion regarding SMPDD Road Plan)

Task 4: Preparation of Draft Plan and Meeting ***$5,500***

The SMPDD team will develop and present general options for alternative pavement treatment methods that may be utilized in addition to bituminous overlays in order to preserve/improve existing roadways. The team will assist the County in development of program goals and associated term (timeframe) for implementation. The team will develop, at the planning level, yearly and total program costs based on potential program terms and related considerations and provide a breakdown of treatment options applicable to the type of road.

Exclusions: The Maintenance and Improvements Plan will not include field verified lane counts or lane widths, engineering design or final design level cost estimates for individual projects. A yearly breakdown of specific projects to be included over the term of the MIP will not be provided.

The fee for Task 4 is a Lump Sum cost.

Task 5: Preparation of Final Plan and Planning Website ***$5,500***

The SMPDD team will produce a final plan and the planning website based on feedback provided during the draft plan meeting. The team will give a final presentation to the Board of Supervisors and deliver hard copies of the Road Maintenance and Improvements Plan under this Task.

The fee for Task 5 is a Lump Sum cost.

Task 6: Planning Website Training with Web Hosting and Maintenance ***$5,000 + optional Add-Ons***

The SMPDD team will provide a 3-hour training session to County staff on the use and function of the Planning Website. The County will be given protected access to the planning website that provides a road surface rating map, full planning tool, and video of the existing road network. Website maintenance, software updates, and technical support is provided for a 3-year period beginning at the delivery of the Final Plan. Quarterly meetings are available under this task for continued training and documentation of work completed as provided by the County, at no additional cost.

Add-On 1: $1,250/update Lump Sum
Periodic website updates to include work completed with updated ratings, treatment recommendations, and line work only.

Add-On 2: $85/mi + $8,000/annual update
Annual website updates to include re-survey of work completed with updating ratings, treatment recommendations, line work, and video.

The fee for Task 6 is a Lump Sum cost. The fee for Add-Ons will be billed as work is authorized by the County.

SMPDD will provide these services as described above for an estimated total sum of ***$71,000.00*** to be billed at the completion and delivery of the program.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agent(s) this _____ day of _____, 2022.

Hancock County

Name: _____
Scotty Adam, President, Hancock County Board of Supervisors

Date: _____

Southern Mississippi Planning & Development District, Inc.
Name: _____
Leonard Bentz, Executive Director

Date: _____

Attachment: SMPDD road plan_20220615160832 (11000 : Discussion regarding SMPDD Road Plan)

SMPDD

Southern Mississippi Planning & Development District

BUILDING A STRONGER MISSISSIPPI

PROFESSIONAL SERVICES AGREEMENT BETWEEN SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AND HANCOCK COUNTY

SMPDD is pleased to submit this Service Agreement to the Hancock County Board of Supervisors for the various services necessary to generate a Road Network Maintenance and Improvements Plan.

Task 1: Data Gathering and GIS Line-Work Creation ***$1,000***

The SMPDD team will meet with County staff to identify the extents of the road network to be surveyed and to define all roads and areas to be excluded from the survey. County shall provide existing GIS data and an official road registry to the team so that review maps can be created. This step is critical to establish the network and must be complete before additional work can commence. If you do not want certain roads to be surveyed and invoiced, please clearly identify such roads or do not include them in the initial line-work dataset that you provide.

The fee for Task 1 is a Lump Sum cost.

Task 2: Roadway Network Evaluation ***$40,000***

The SMPDD team will conduct a windshield survey and video existing roads. The roadway condition will be evaluated and a PASER rating will be applied to each segment. Attributes to be collected include lane count, striping, curb and gutter, lane width, and potholes.

The fee for Task 2 is based on an estimated 500 road miles and covers the cost of data collection, road rating, video assessment and data processing (Estimated 500 miles at $80/mi). Invoiced mileage will be based on field surveyed mileage and not final reported mileage. Initial line-work data quality, along with data processing and possible line-work cleanup, may positively or negatively affect the final reported mileage numbers in comparison to field surveyed and invoiced mileage.

Task 3: Data Analysis and Treatment Meeting ***$14,000***

The SMPDD team will analyze the raw data and conduct QA/QC on all information collected. The segments will be smoothed into "constructible" segments and presented in electronic and paper format for review by County staff. The team will conduct a meeting with County staff and elected officials to present the initial network analysis and discuss pavement preservation treatments to include in the plan.

County staff shall confirm that the surveyed road network linework is accurately depicted and the same linework will be used for the development of the plan. After confirmation, any changes to the network will result in an additional mobilization fee plus standard rate for survey and processing.

Reported boundaries, such as Ward/District Boundaries or City/County Boundaries, will be finalized based on review map provided at treatment meeting. The consultant is not responsible for correcting reporting errors caused by incorrect boundary data provided by the client or the client's representatives.

The fee for Task 3 is a Lump Sum cost.

10441 Corporate Drive, Suite 1, Gulfport, MS 39503 | (228) 868-2311 | Fax (228) 868-2550
914 Sullivan Drive, Hattiesburg, MS 39401 | (601) 545-2137 | Fax (601) 545-2164
www.smpdd.com

Attachment: SMPDD.ProfessionalServicesAgreement.RoadMaintenanceImprovementsPlan-fully executed 6-23-22 (11000 : Discussion

Task 4: Preparation of Draft Plan and Meeting ***$5,500***

The SMPDD team will develop and present general options for alternative pavement treatment methods that may be utilized in addition to bituminous overlays in order to preserve/improve existing roadways. The team will assist the County in development of program goals and associated term (timeframe) for implementation. The team will develop, at the planning level, yearly and total program costs based on potential program terms and related considerations and provide a breakdown of treatment options applicable to the type of road.

Exclusions: The Maintenance and Improvements Plan will not include field verified lane counts or lane widths, engineering design or final design level cost estimates for individual projects. A yearly breakdown of specific projects to be included over the term of the MIP will not be provided.

The fee for Task 4 is a Lump Sum cost.

Task 5: Preparation of Final Plan and Planning Website ***$5,500***

The SMPDD team will produce a final plan and the planning website based on feedback provided during the draft plan meeting. The team will give a final presentation to the Board of Supervisors and deliver hard copies of the Road Maintenance and Improvements Plan under this Task.

The fee for Task 5 is a Lump Sum cost.

Task 6: Planning Website Training with Web Hosting and Maintenance ***$5,000 + optional Add-Ons***

The SMPDD team will provide a 3-hour training session to County staff on the use and function of the Planning Website. The County will be given protected access to the planning website that provides a road surface rating map, full planning tool, and video of the existing road network. Website maintenance, software updates, and technical support is provided for a 3-year period beginning at the delivery of the Final Plan. Quarterly meetings are available under this task for continued training and documentation of work completed as provided by the County, at no additional cost.

Add-On 1: $1,250/update Lump Sum
Periodic website updates to include work completed with updated ratings, treatment recommendations, and line work only.

Add-On 2: $85/mi + $8,000/annual update
Annual website updates to include re-survey of work completed with updating ratings, treatment recommendations, line work, and video.

The fee for Task 6 is a Lump Sum cost. The fee for Add-Ons will be billed as work is authorized by the County.

SMPDD will provide these services as described above for an estimated total sum of ***$71,000.00*** to be billed at the completion and delivery of the program.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agent(s) this 20 day of June, 2022.

Hancock County

Name: Scotty Adam
Scotty Adam, President, Hancock County Board of Supervisors

Date: 6/20/2022

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Southern Mississippi Planning & Development District, Inc.

Name:
Leonard Bentz, Executive Director

Date: 6/23/22

Attachment: SMPDD.ProfessionalServicesAgreement.RoadMaintenanceImprovementsPlan-fully executed 6-23-22 (11000 : Discussion

HANCOCK COUNTY ROAD DEPT. ACCIDENT REPORT
EQUIPMENT OR VEHICLES ONLY

HANCOCK COUNTY SHERIFF'S OFFICE
8450 Highway 90
Bay St. Louis, MS 39520
228-466-6900 (O)
228-586-1636 (F)

Date 6/14/2022
Case # 2022-01938
Deputy C Weiss H124

TYPE OF EQUIPMENT: John Deere Tractor (Boom Ax)

EQUIPMENT NUMBER: 20210426

***IF ANOTHER VEHICLE OR PERSONAL PROPERTY ARE INVOLVED**

NAME OF PERSON INVOLVED: Rebecca Horvath

ADDRESS: 25918 Pincrest Dr

PHONE NUMBER: 228-304-2720

DESCRIPTION OF VEHICLE, EQUIPMENT, BUILDING, OR PERSONAL PROPERTY:
2006 Honda Ridgeline (Back Passenger Window)

OWNER STATEMENT: OWNER STATEMENT
Not Home, I talked with owner by Phone

ALL ACCIDENTS INVOLVING COUNTY EQUIPMENT OR VEHICLES MUST IMMEDIATELY BE REPORTED TO THE LAW ENFORCEMENT WITH TO THE JURISDICTION OF THE ACCIDENT

PHOTO'S TAKEN BY (OPTIONAL): Craig Martin

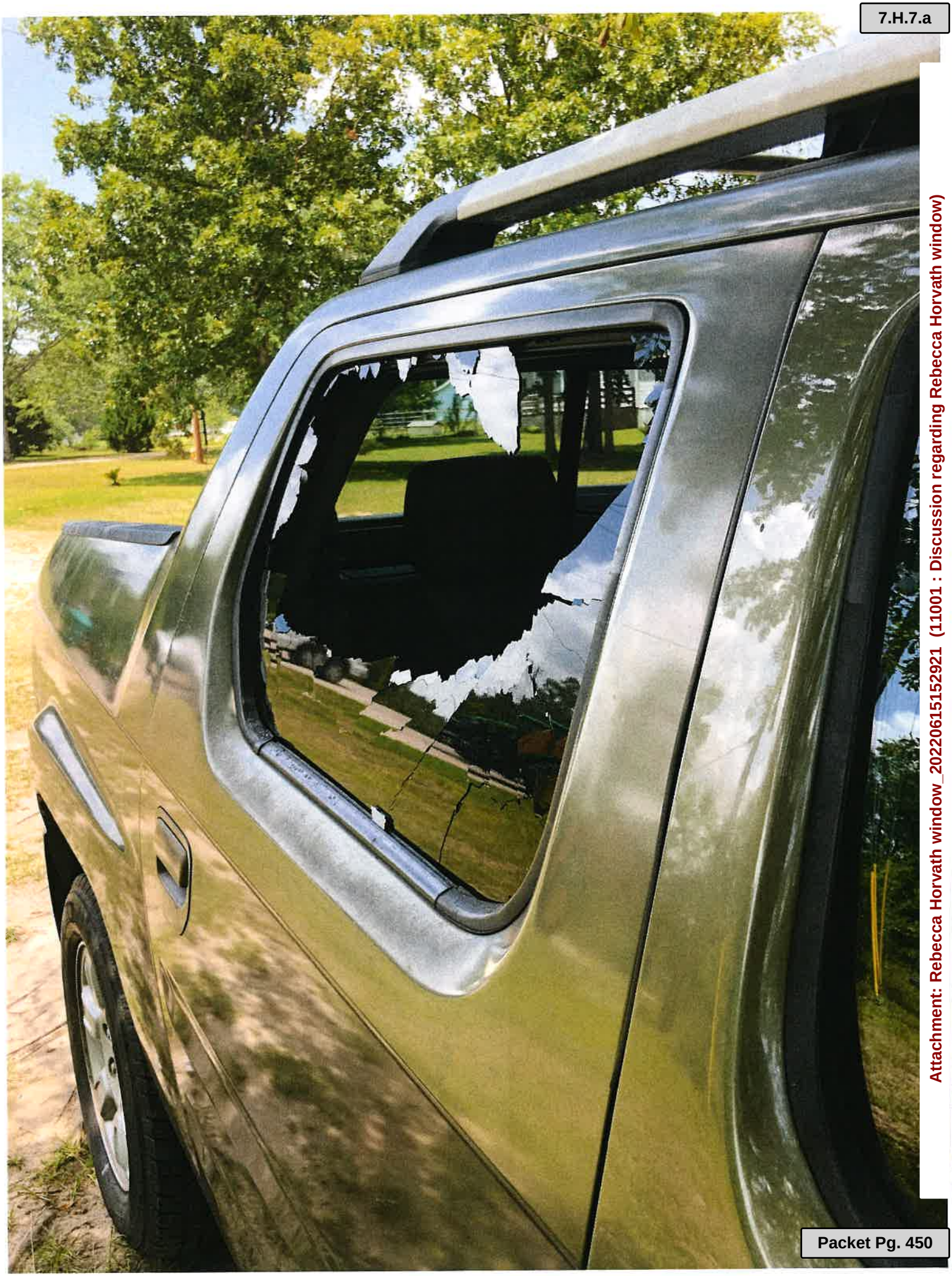
VEHICLE OR EQUIPMENT DRIVEN BY: Blaine Deschamp

DATE: 6-14-22

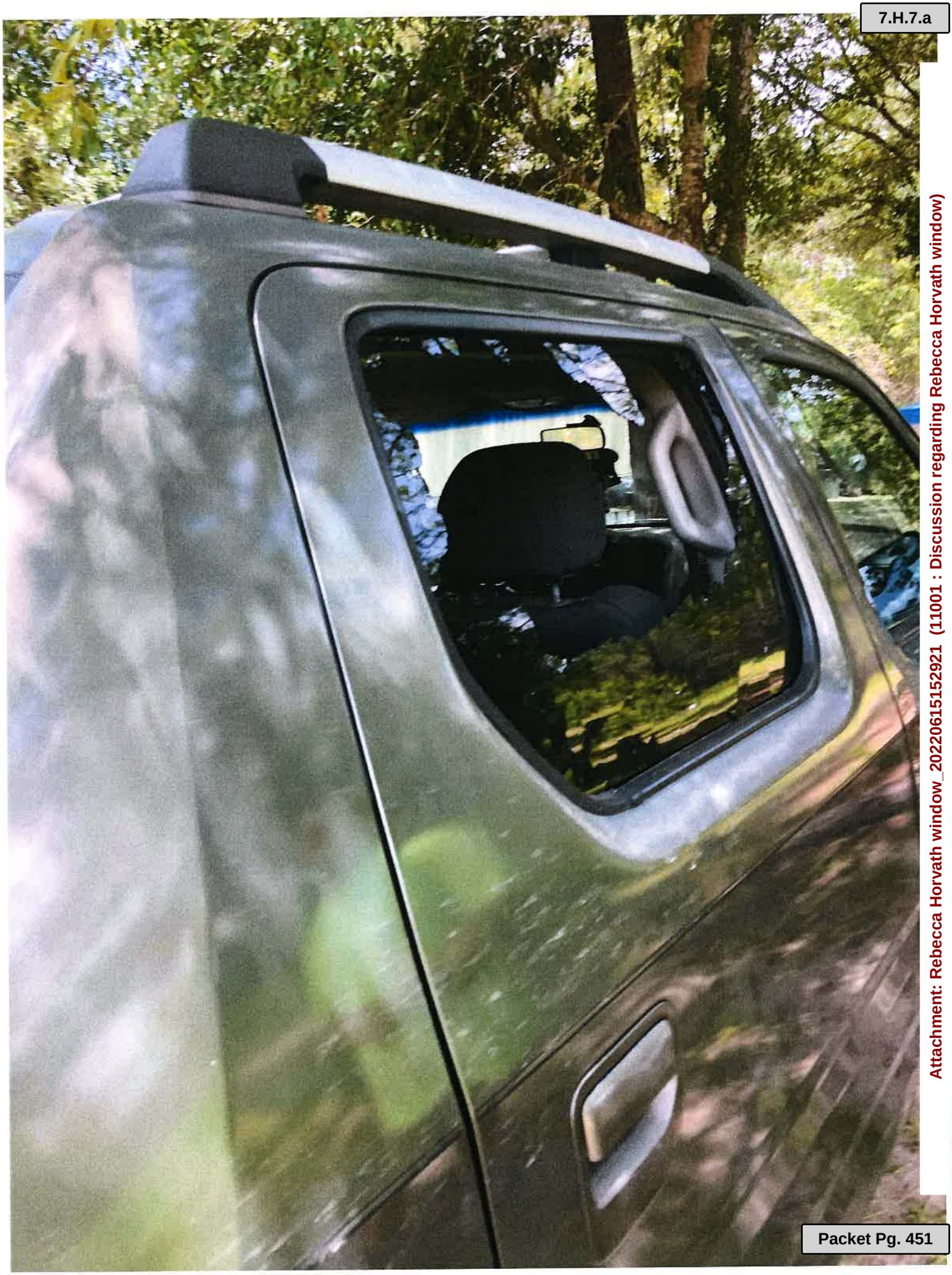
TIME: 12:05 P.M.

OPERATOR STATEMENT:
Was cutting near driveway with Boom axe and slung a rock and broke passenger rear window of car in driveway

Attachment: Rebecca Horvath window_20220615152921 (11001 : Discussion regarding Rebecca Horvath window)



Attachment: Rebecca Horvath window_20220615152921 (11001 : Discussion regarding Rebecca Horvath window)



Attachment: Rebecca Horvath window_20220615152921 (11001 : Discussion regarding Rebecca Horvath window)

Logo

2022-06-14

Quote #12118

Job Type: N/A Scheduled Date: N/A Scheduled Time: N/A

Bill To:
Hancock County Maintenance Department
18382 MS-43

Kiln, MS 39556

Remit Payment To:
Graham's Auto Glass LLC
5020 Thomas Ladner Drive
Kiln, MS 39556
228-234-2685

Customer Information

Customer Name	Rachelle Garcia
E-mail	rachelle.garcia@co.hancock.ms.us
Address	18382 MS-43
	Kiln, MS 39556
Telephone	228-255-3367

Vehicle Information

Year	2006
Make	Honda
Model	Ridgeline
VIN	
Unit #	
Odometer	0

Bill To	Hancock County Maintenance Depai	**Policy Number**	
Date of Loss	0000-00-00	**PO #**	

Qty	UOM	List	Extended	Part Number	Description	Total
1.00	ea	N/A	$ 210.00	FD22566YPYN	Door (Solar) - Rear Right	$ 210.00
					Total	$ 210.00

Notes

I hereby affirm that the above facts are true, and that I have authorized to repair the windshield in the vehicle listed above. The glass has been repaired to my satisfaction. If I have chosen to use my insurance to cover the repairs listed above, I authorize my insurance provider to make payment to . If I receive payment from my insurer, I agree to forward that payment to equal to the amount I receive. I understand that the chip repair process is primarily performed to stop the chip from spreading and the repair may remain partially visible. accepts no responsibility for runs or cracks during the repair process. Should the chip spread after completion, will repair, or apply repair cost credit toward the replacement of the windshield.

Attachment: Rebecca Horvath window_20220615152921 (11001 : Discussion regarding Rebecca Horvath window)

American Glass Services

1301 South Haugh Ave
Picayune, MS 39466

(601)798-9640
Fax: (601)798-9380

3524

10:32:03 AM 6/15/2022
Sched time 10:25:48 AM
Sched date
Shop AG

Quote

Quote for:

321 HANCOCK CO. ROAD SERVICE

(228)255-3367
(000)000-0000

Insured/Customer:

2006 Honda Ridgeline 4 Door Crew Cab

Qty	Part ID	Description	List	Price	Total
1.00	FD22566YPNN	Door	235.00	235.00	235.00

Instructions:

Subtotal	235.00
Tax 0.000%	0.00
Deductible	0.00
QuoteTotal	$235.00

Attachment: Rebecca Horvath window_20220615152921 (11001 : Discussion regarding Rebecca Horvath window)

HANCOCK COUNTY ROAD DEPT. ACCIDENT REPORT
EQUIPMENT OR VEHICLES ONLY

TYPE OF EQUIPMENT: _____

EQUIPMENT NUMBER: _____

IF ANOTHER VEHICLE OR PERSONAL PROPERTY ARE INVOLVED

NAME OF PERSON INVOLVED: Stacey Dronet

ADDRESS: 22077 Lawrence Ladner Road

PHONE NUMBER: 228 344 8505

DESCRIPTION OF VEHICLE, EQUIPMENT, BUILDING, OR PERSONAL PROPERTY:

2005 GMC Yukon Denali Windshield

OWNER STATEMENT:

A Hancock County Dump truck ran off road 2 times kicking up rocks causing several chip in my windshield. I could not make out numb only Hancock County. it turned into 43 To County Barn.

ALL ACCIDENTS INVOLVING COUNTY EQUIPMENT OR VEHICLES MUST IMMEDIATELY BE REPORTED TO THE LAW ENFORCEMENT WITH TO THE JURISDICTION OF THE ACCIDENT

PHOTO'S TAKEN BY (OPTIONAL): _____

VEHICLE OR EQUIPMENT DRIVEN BY: _____

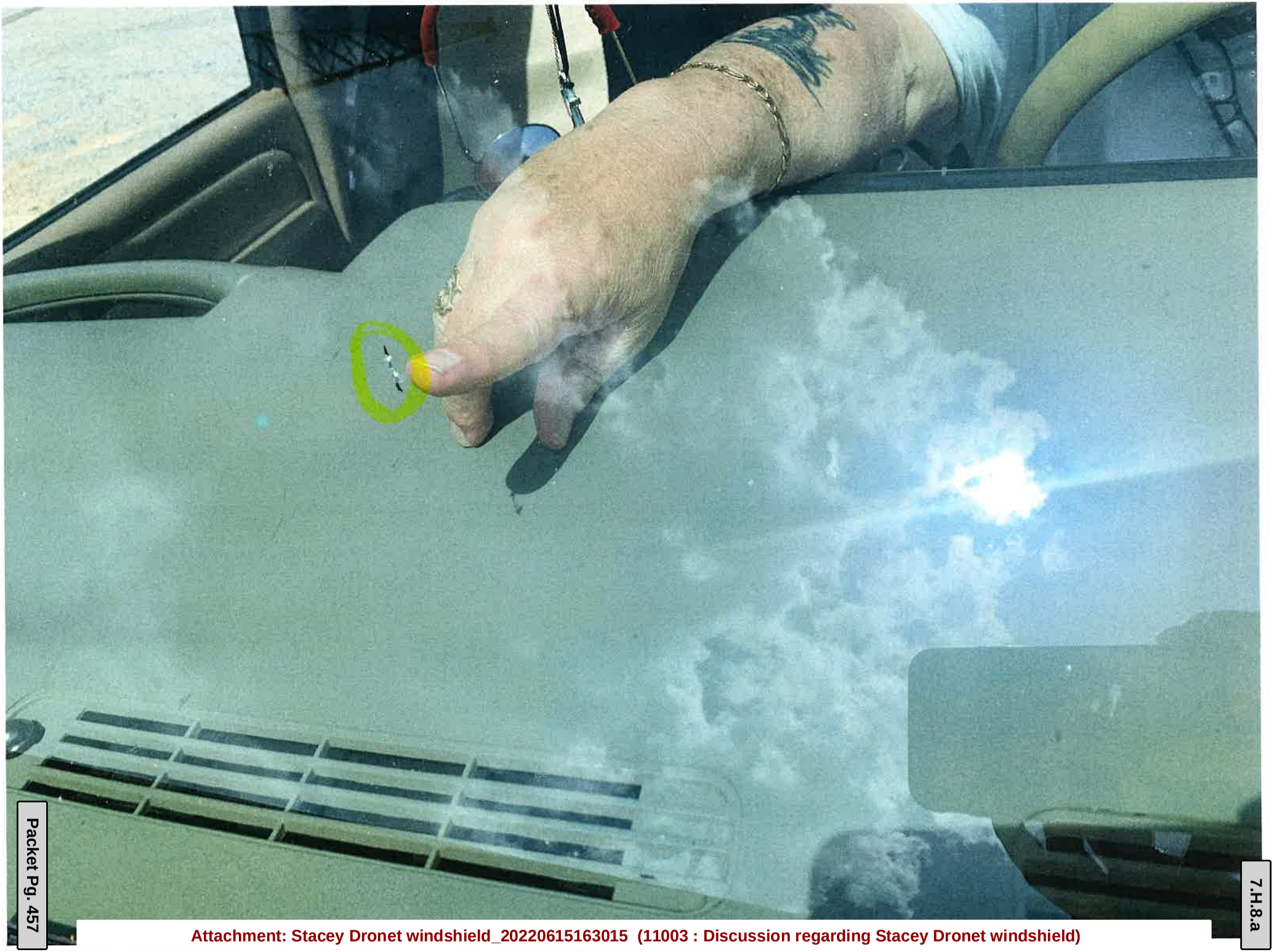
DATE: _____

TIME: _____

OPERATOR STATEMENT: _____

Attachment: Stacey Dronet windshield_20220615163015 (11003 : Discussion regarding Stacey Dronet windshield)

Attachment: Stacey Dronet windshield_20220615163015 (11003 : Discussion regarding Stacey Dronet windshield)



RESOLUTION FINDING THAT URGENT NEEDS EXIST RESULTING FROM THE DEVASTATION AND DESTRUCTION CAUSED BY HURRICANE KATRINA

WHEREAS, it is the desire of the Board of Supervisors (the "Governing Body") of Hancock County (the "County") to seek Katrina Supplemental Community Development Block Grant ("KCDBG") funds from the Mississippi Development Authority ("MDA") to assist the citizens of the County in their recovery and restoration efforts; and

WHEREAS, the requirements of the KCDBG program require that the County meet one or more national policy objectives as established by the Department of Housing and Urban Development when undertaking projects utilizing KCDBG funds; and

WHEREAS, the Governing Body of the County has identified the need for additional public improvements and has formally requested the MDA to provide KCDBG funds for these improvements; and

WHEREAS, these improvements meets the Urgent Needs national policy objective of the KCDBG program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Hancock County, Mississippi, has requested MDA to provide KCDBG funds for the following projects:

Taxilane Sierra Reconstruction Project
Aircraft Packaging Hangar Rehabilitation Project

This resolution of the Board of Supervisors of Hancock County shall serve as the finding and certification required by the KCDBG program rules and regulations.

Supervisor _____ seconded the motion to adopt the foregoing Resolution and after the same had been read and considered section by section and put to a roll call vote, the results was as follows:

DISTRICT 1 – Theresa Ryan VOTE: _____

DISTRICT 2 - Greg Shaw VOTE: _____

DISTRICT 3 – Kodie Koenenn VOTE: _____

DISTRICT 4 - Scotty Adam VOTE: _____

DISTRICT 5 - Darrin "Bo" Ladner VOTE: _____

Attachment: Urgent Needs Resolution, HCPHC 6-14-22 (10965 : Authorize Board President to sign KCDBG Resolutions, signature page, & No

The President thereby declared the motion carried and the Resolution adopted on this the 20th day of June 2022.

ATTEST:

_____

Timothy Kellar, Chancery Clerk

ADOPTED:

_____

Scotty Adam, President

Attachment: Urgent Needs Resolution, HCPHC 6-14-22 (10965 : Authorize Board President to sign KCDBG Resolutions, signature page, & No

RESOLUTION
AUTHORIZING PREPARATION AND SUBMITTAL OF AN APPLICATION FOR FUNDS FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY

WHEREAS, the Mississippi Development Authority, Division of Community Development has received Community Development Block Grant (CDBG) Program Funds as authorized by the United States Congress from the Department of Housing and Urban Development; and

WHEREAS, regulations governing the CDBG program allow the utilization of said funds for community revitalization, economic development, planning, or any other needs deemed by the Mississippi Development Authority for the purpose of providing public improvements; and

WHEREAS, the Hancock County Board of Supervisors, Mississippi (the "County") desires to request CDBG funds from the State of Mississippi in order to assist in the efforts to improve the quality of life of its citizens; and

WHEREAS, the County deems it to be in the best interests of the citizens of the County to seek CDBG funds to assist in improvement efforts.

WHEREAS, the County proposes to apply for CDBG funds from the Mississippi Development Authority in an amount not to exceed $4,688,825 for proposed improvements to be located at the Stennis International Airport in Hancock County, Mississippi.

NOW, THEREFORE, BE IT RESOLVED by the County that:

1. The President of the Hancock County Board of Supervisors is hereby authorized and directed to submit applications for CDBG Program Funds, and along with said applications, all understandings and assurances contained therein and to provide such additional information as may be required; and

2. The President of the Hancock County Board of Supervisors is hereby authorized to publish the necessary notices for Request for Proposals for Administrative Services, Engineering and/or Architectural Services, and Legal Services, all public hearing notices, and any environmental notices, such as "Request for Release of Funds/Finding of No Significant Impact and Floodplain Notices as applicable in accordance with the

Attachment: App Prep Resolution Pack Hangar Taxilane (10965 : Authorize Board President to sign KCDBG Resolutions, signature page, & No

guidelines governing the CDBG application process; and

3. The President of the Hancock County Board of Supervisors is hereby authorized to execute any and all documents necessary and pertinent to the applications; and

4. The President of the Hancock County Board of Supervisors is hereby authorized to execute a grant offer and any other documents necessary to the acceptance and implementation of the program should funding be approved.

Supervisor _____ seconded the motion to adopt the foregoing Resolution and after the same had been read and considered section by section and put to a roll call vote, the results was as follows:

DISTRICT 1 – Theresa Ryan VOTE: _____

DISTRICT 2 - Greg Shaw VOTE: _____

DISTRICT 3 – Kodie Koenenn VOTE: _____

DISTRICT 4 - Scotty Adam VOTE: _____

DISTRICT 5 - Darrin "Bo" Ladner VOTE: _____

The President thereby declared the motion carried and the Resolution adopted on this the 20th day of June 2022.

ATTEST: ADOPTED:

_____ _____

Timothy Kellar, Chancery Clerk Scotty Adam, President

Attachment: App Prep Resolution Pack Hangar Taxilane (10965 : Authorize Board President to sign KCDBG Resolutions, signature page, & No

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

June 20, 2022

Laura Hipp, Deputy Executive Director
Mississippi Development Authority
P.O. Box 849
Jackson, MS 39205-0849

RE: Community Revitalization Applications for Hancock County

Dear Ms. Hipp:

This letter confirms that the proposed use of the requested Community Development Block Grant funds for the improvements to be located in Hancock County, Mississippi with regard to the Aircraft Packaging Hangar Rehabilitation project and the Taxilane Sierra Reconstruction project are not reimbursable by FEMA funds, Small Business Administration funds, or other federal agency funds.

Thank you for your assistance with this matter.

Sincerely,

Scotty Adam
Board President

Attachment: No Duplication of Federal Funds Letter (10965 : Authorize Board President to sign KCDBG Resolutions, signature page, & No Dup.

RESOLUTION FINDING THAT URGENT NEEDS EXIST RESULTING FROM THE DEVASTATION AND DESTRUCTION CAUSED BY HURRICANE KATRINA

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WHEREAS, the requirements of the KCDBG program require that the County meet one or more national policy objectives as established by the Department of Housing and Urban Development when undertaking projects utilizing KCDBG funds; and

WHEREAS, the Governing Body of the County has identified the need for additional public improvements and has formally requested the MDA to provide KCDBG funds for these improvements; and

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NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Hancock County, Mississippi, has requested MDA to provide KCDBG funds for the following projects:

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Aircraft Packaging Hangar Rehabilitation Project

This resolution of the Board of Supervisors of Hancock County shall serve as the finding and certification required by the KCDBG program rules and regulations.

Supervisor Koenenn seconded the motion to adopt the foregoing Resolution and after the same had been read and considered section by section and put to a roll call vote, the results was as follows:

DISTRICT 1 – Theresa Ryan	VOTE: yes
DISTRICT 2 - Greg Shaw	VOTE: yes
DISTRICT 3 – Kodie Koenenn	VOTE: yes
DISTRICT 4 - Scotty Adam	VOTE: yes
DISTRICT 5 - Darrin "Bo" Ladner	VOTE: yes

Attachment: Katrina.Urgent Needs Resolution.Taxilane Sierra.Aircraft Packaging Hangar - signed (10965 : Authorize Board President to sign

The President thereby declared the motion carried and the Resolution adopted on this the 20th day of June 2022.

ATTEST:

Timothy A. Kellar
Chancery Clerk
By: DC

Timothy Kellar, Chancery Clerk

ADOPTED:

Scotty Adam, President

Attachment: Katrina.Urgent Needs Resolution.Taxilane Sierra.Aircraft Packaging Hangar - signed (10965 : Authorize Board President to sign

RESOLUTION
AUTHORIZING PREPARATION AND SUBMITTAL OF AN APPLICATION FOR FUNDS FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY

WHEREAS, the Mississippi Development Authority, Division of Community Development has received Community Development Block Grant (CDBG) Program Funds as authorized by the United States Congress from the Department of Housing and Urban Development; and

WHEREAS, regulations governing the CDBG program allow the utilization of said funds for community revitalization, economic development, planning, or any other needs deemed by the Mississippi Development Authority for the purpose of providing public improvements; and

WHEREAS, the Hancock County Board of Supervisors, Mississippi (the "County") desires to request CDBG funds from the State of Mississippi in order to assist in the efforts to improve the quality of life of its citizens; and

WHEREAS, the County deems it to be in the best interests of the citizens of the County to seek CDBG funds to assist in improvement efforts.

WHEREAS, the County proposes to apply for CDBG funds from the Mississippi Development Authority in an amount not to exceed $4,688,825 for proposed improvements to be located at the Stennis International Airport in Hancock County, Mississippi.

NOW, THEREFORE, BE IT RESOLVED by the County that:

1. The President of the Hancock County Board of Supervisors is hereby authorized and directed to submit applications for CDBG Program Funds, and along with said applications, all understandings and assurances contained therein and to provide such additional information as may be required; and

2. The President of the Hancock County Board of Supervisors is hereby authorized to publish the necessary notices for Request for Proposals for Administrative Services, Engineering and/or Architectural Services, and Legal Services, all public hearing notices, and any environmental notices, such as "Request for Release of Funds/Finding of No Significant Impact and Floodplain Notices as applicable in accordance with the

Attachment: Resolution.Prep.Submittal.Application.MDAfunds.CDBG - signed (10965 : Authorize Board President to sign KCDBG Resolutions,

guidelines governing the CDBG application process; and

3. The President of the Hancock County Board of Supervisors is hereby authorized to execute any and all documents necessary and pertinent to the applications; and

4. The President of the Hancock County Board of Supervisors is hereby authorized to execute a grant offer and any other documents necessary to the acceptance and implementation of the program should funding be approved.

Supervisor Koenenn seconded the motion to adopt the foregoing Resolution and after the same had been read and considered section by section and put to a roll call vote, the results was as follows:

DISTRICT 1 – Theresa Ryan	VOTE: yes
DISTRICT 2 - Greg Shaw	VOTE: yes
DISTRICT 3 – Kodie Koenenn	VOTE: yes
DISTRICT 4 - Scotty Adam	VOTE: yes
DISTRICT 5 - Darrin "Bo" Ladner	VOTE: yes

The President thereby declared the motion carried and the Resolution adopted on this the 20th day of June 2022.

ATTEST:

Timothy A. Kellar
Chancery Clerk
By: Valerie Gitt DC

Timothy Kellar, Chancery Clerk

CHANCERY CLERK HANCOCK COUNTY, MS

ADOPTED:

Scotty Adam

Scotty Adam, President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: Resolution.Prep.Submittal.Application.MDAfunds.CDBG - signed (10965 : Authorize Board President to sign KCDBG Resolutions,

CERTIFICATIONS

Chief Executive Officer's Certification

To the best of my knowledge and belief, the applicant has no outstanding serious audit or monitoring findings on previously funded Katrina Supplemental CDBG projects, and all data contained in this application is true and correct. Its submission has been duly authorized by the governing body. I certify that all requirements of the state's citizen participation plan are being followed. I also certify that no work on this project has been accomplished and that no work will be undertaken until environmental clearance has been obtained and a contract with MDA has been executed.

Scotty Adam
Signature, Chief Official

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Board President
Title (typed)

Scotty Adam
Name (typed)

06/20/2022
Date

228-467-0172
Office Telephone Number

Same as Office
Home Telephone Number

Application Preparer's Certification

I certify that I am not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the Community Development Block Grant Program, and I also affirm that all data contained in this application is true and correct.

Signature, Application Preparer

Hancock County Port and Harbor Commission
Company

William Cotter, Jr. CM
Name (typed)

06/20/2022
Date

228-467-9231
Office Telephone Number

Attachment: Katrina.SupplementalCDBGprojects.Certifications - signed (10965 : Authorize Board President to sign KCDBG Resolutions,

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

June 20, 2022

Laura Hipp, Deputy Executive Director
Mississippi Development Authority
P.O. Box 849
Jackson, MS 39205-0849

RE: Community Revitalization Applications for Hancock County

Dear Ms. Hipp:

This letter confirms that the proposed use of the requested Community Development Block Grant funds for the improvements to be located in Hancock County, Mississippi with regard to the Aircraft Packaging Hangar Rehabilitation project and the Taxilane Sierra Reconstruction project are not reimbursable by FEMA funds, Small Business Administration funds, or other federal agency funds.

Thank you for your assistance with this matter.

Sincerely,

Scotty Adam

Scotty Adam
Board President

Attachment: NoDuplication.FederalFunds.letter - signed (10965 : Authorize Board President to sign KCDBG Resolutions, signature page, & No

SUBJECT: FEMA-4626-DR-MS, HANCOCK COUNTY BOS, FIPS# 045-99045-00
Obligation Notification
Project Worksheet (PW) No: **00131(0)**
Obligated Amt: $2,049,611.00
New PW Total: $2,049,611.00

The Federal Emergency Management Agency (FEMA) recently obligated one or more of your Project Worksheet(s); a copy is attached. This/these PW(s) and related documents describe the scope of work and funding amount obligated for disaster damages as a result of the declared event. Please compare each attached obligated PW with the previously provided Project Worksheet for the change(s) made during FEMA's review.

In accordance with Title 44 Code of Federal Regulations Section 206.206, you have the right to appeal any FEMA determination. The appeal must be submitted in writing within 60 days of FEMA's determination, contain documentation supporting your position, and include a statement regarding the amount of funds in dispute. The appeal must also cite the applicable provisions of the Federal law, regulation and/or policy with which you believe FEMA's determination is inconsistent. The appeal must be processed through the Mississippi Emergency Management Agency and should be sent to the following address:

Mr. Stephen C. McCraney, Executive Director
Mississippi Emergency Management Agency
P. O. Box 5644
Pearl, MS 39288
Attention: John M. "Mike" Siler, Office of Public Assistance

As the recipient of public funds, you are subject to an audit by the State of Mississippi and the Department of Homeland Security (DHS) Office of the Inspector General (OIG) for any and all projects funded by MEMA and FEMA. You must therefore maintain accurate records of disaster costs for a period of three years from the date your application has been closed.

If you have any questions or require further information, please contact Diane Sager, Bureau Director at 228-234-4835.

Attachment: PW 131-Obligation. Hancock County BOS. FEMA-4626 (10943 : Spread on the Minutes the Hurricane Ida PW131 Obligation by

PA-04-MS-4626-PW-00131(0) P	
Applicant Name:	Application Title:
HANCOCK (COUNTY)	549956 - Hancock County Beach Sand Loss
Period of Performance Start:	Period of Performance End:
10-22-2021	04-22-2023

Bundle Reference # (Amendment #)	Date Awarded
PA-04-MS-4626-PW-00131(233)	05-19-2022

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 90%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4626	-	DR	-MS	549956	045-99045-00	04-28-2022	G

APPLICANT: HANCOCK (COUNTY)	WORK COMPLETE AS OF: 04-28-2022 : 0 %

Site 1 of 1

DAMAGED FACILITY: Damage #924602; Hancock County Beach Sand Loss	COUNTY: Hancock

LOCATION: PA-04-MS-4626-PW-00131(0): Hancock County Beach, 1000 S Beach Blvd, Bay St. Louis, Mississippi 39520 Current Version:	LATITUDE: 30.2396 30.31948	LONGITUDE: -89.42433 -89.32199

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-MS-4626-PW-00131(0):
The Disaster #4626DR, which occurred between 8/28/2021 and 9/1/2021, caused:

Damage #924602; Hancock County Beach Sand Loss

See attached Subject Matter Expert (SME) report for additional informantion including eligibility analysis, DDD, Scope of Work, Engineer's Estimate of Probable Cost and Environmental Compliance

General Facility Information:

Facility Type: Beaches

Facility: Hancock County Beach Replenishment Project

Facility Description: engineered and maintained beach approximately 35,000 LF long

Approx. Year Built: 1993

Location Description: Gulf Coast of Mississippi

Start GPS Latitude/Longitude: 30.31948, -89.32199

End GPS Latitude/Longitude: 30.23960, -89.42433

Design Elevation: Varies

Design Slope: Varies

Pre- and Post-Storm Profiles Available?: Yes

General Damage Information:

Date Damaged: 8/28/2021 to 9/1/2021

Attachment: PW 131-Obligation. Hancock County BOS. FEMA-4626 (10943 : Spread on the Minutes the Hurricane Ida PW131 Obligation by

Cause of Damage: Hurricane Ida generated storm surge and wave action that caused beach and dune erosion

Facility Damage:

Beach, 82,322 CY of Bay St Louis Reach, Incident-Related Sand Loss, Hurricane Ida generated storm surge and wave action that caused beach and dune erosion, 0% work completed.

Beach, 6,112 CY of Silver Slipper Reach, Incident-Related Sand Loss, Hurricane Ida generated storm surge and wave action that caused beach and dune erosion, 0% work completed.

Current Version:

SCOPE OF WORK:

PA-04-MS-4626-PW-00131(0):
924602 Hancock County Beach Sand Loss

DI 924602

Hancock County Beaches

Work to be Completed

The applicant, Hancock County, will utilize contract and/or force account services to repair Silver Slipper Reach (Start: 30.239599, -89.424331 to End: 30.251819, -89.420721) and Bay Saint Louis Reach (Start: 30.265586, -89.388004 to End: 30.319479, -89.321989) to restore this beach facility to its pre-disaster design, function, and capacity (in-kind) within the existing footprint.

A. Furnish and Install 82,322 CY of Sand along Bay St. Louis Reach approximately 30,000 LF
B. Furnish and Install 6,112 CY of Sand to Silver Slipper Reach approximately 5,000 LF

Work to be Completed (CEF): $ 2,049,611.00

Project Notes:
1. Hancock County's Engineer of Record's (EOR) report provide information on past renourishment projects for Hancock County, an all-inclusive estimate based on costs from past renourishment projects, and pre and post storm survey's calculating the volume of sand lost as a result of Hurricane Ida. Refer to 9. Hancock County Hurricane Ida Beach Report to FEMA 3-2-22 Final PE Stamped.pdf.

2. A Cost Estimating Format (CEF) has been created for this project. Refer to document 559956 DR4626MS CEF.xlsx.

3. Bay St. Louis Reach and Silver Slipper Reach are the legal responsibility of Hancock County to operate and maintain and are not federally constructed shorelines under the specific authority of the USACE. Refer to document 8. Hancock Responsibility for Beach O&M.pdf.

4. The Hancock County Beach has been constructed by the placement of imported sand – of proper grain size – to a designed elevation, width, and slope. Further, there has been maintenance involving periodic renourishment with imported sand to preserve the original design. Refer to document 2. 1993 Sand Beach Renourishment 12-93.pdf, 4. 1995 Sand Beach Renourishment 6-95.pdf, 5. 2003 Sand Beach Renourishment.pdf, 6. 2006 Sand Beach & renourishment.pdf, 7. 2012 Sand Nourishment Executed Contract Docs.pdf, and 7A. Thompson Geotech 6-20-2003.pdf.

5. During the disaster sand was washed onto South Beach Boulevard parallel to the project location. The sand was removed for the road and placed into the project area. The removal of this sand was captured under Project No. 550168 and this project was completed prior to the post disaster survey. Therefore, there is not an overlap or duplication in sand quantities between these two projects.

6. The calculated the sand loss quantities by comparing a pre storm survey taken December 15, 2020, following Hurricane Zeta to a post storm survey taken January 2,2022. The total volume calculated as a result of Hurricane Ida total 88,434 CY. Since Hancock County beaches are low energy beaches, they only experience significant sand losses during extreme events (e.g., hurricanes) normal erosion is minimal and an adjustment for background erosion is neglectable.

7. Dune plants and sand fence were damaged and lost as a result of Hurricane Zetta in 2020 and are not being claimed for this project. However, the applicant will complete the sand re-nourishment for sand losses from Hurricane Zeta and Hurricane Ida at the same time and this project will not include any additional sand placement other than that as a direct result of these disasters.

8. For work to be completed, the applicant is required to obtain any necessary Federal, State, and Local environmental permits prior to the start of construction. The planned work to be completed will be under permit number SAM-2010-00115-TMZ which expires in 2031. See this and additional environmental permits in Appendix 4 of document 9. Hancock County Hurricane Ida Beach Report to FEMA 3-2-22 Final PE Stamped.pdf.

9. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

10. Sand for this project will be obtained from an onshore sand mine, C&C Land Services, LLC. Pit permit number P07-027. (30.4530, -89.49171)

11. The estimated project schedule is shown in Appendix 1 of the applicant's engineering report and the anticipated start date is March 2022, and will be completed by December 2022.

Attachment: PW 131-Obligation. Hancock County BOS. FEMA-4626 (10943 : Spread on the Minutes the Hurricane Ida PW131 Obligation by

12. No Coastal Barrier Resources System (CBRS) Units are within the project template.

13. Refer to Subject Matter Expert (SME) document 4626 - Hancock County Beach Replenishment Project 549956 SME Report BOB GLASSEN Rev 1.pdf for any additional information.

14. Heavy equipment was utilized to remove and redistribute sand including, front end loader, skid steer with loader bucket, bulldozer, and trucks (work trucks) with two tracked vehicles being utilized including rubber tracked skid steer and bulldozer.

Equipment accessed beach utilizing existing concrete equipment access ramps along beach. The ramps measure 30 feet wide by 50 feet long located at the following Ingress egress points: 1. Lat: 30.302984 Lon: -89.330380, 2. Lat: 30.297747 Lon: -89.337602, 3. Lat: 30.387361 Lon: -89.362344. For additional beach information see: "Sand Debris Response Letter and Drawing to FEMA 3-16-22.pdf.pdf"

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☐ Yes ☑ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9001	Contract	1/LS	$ 2,049,611.00	$ 2,049,611.00
				TOTAL COST	$ 2,049,611.00

PREPARED BY Gustavo J Alberty	TITLE PDMG	SIGNATURE
APPLICANT REP. Maureen Anderson	TITLE Grant Administrator	SIGNATURE

Applicant Copy

Attachment: PW 131-Obligation. Hancock County BOS. FEMA-4626 (10943 : Spread on the Minutes the Hurricane Ida PW131 Obligation by

Department of Homeland Security
Federal Emergency Management Agency

General Info

Project #	550943 **P/W #** 170	**Project Type**	Management Costs
Project Category	Z - Management Costs	**Applicant**	Hancock County Board of Supervisors (045-99045-00)
Project Title	Hancock County BOS Management Costs	**Event**	4626DR-MS (4626DR)
Project Size	Small	**Declaration Date**	10/23/2021
Activity Completion Date	10/23/2025	**Incident Start Date**	8/28/2021
Process Step	Pending Recipient Final Review	**Incident End Date**	9/1/2021

Damage Description and Dimensions

The Disaster # 4626DR, which occurred between *08/28/2021* and *09/01/2021*, caused:

Damage # 928438; Management Costs (Hancock County Board of Supervisors)

4626DR was declared 10/23/2021 for a Hurricane event that occurred from 08/28/2021 to 09/01/2021. Hancock County Board of Supervisors (045-99045-00) is requesting reimbursement for eligible management costs that it tracks, charges, and accounts for its eligible PA subawards.

Projects Included: [548655] Washington Pier Complex, [548767] App Cert - Hancock County BOS EPM, [549956] Hancock County Beach Sand Loss, [550058] Right of Way Debris, [550061] APP- Cert- County-Wide Road Damages , [550168] Hancock County Beach Debris

Final Scope

928438 **Subrecipient Management Cost for Project #550943**

This is a Public Assistance Subrecipient Management Costs project which allows the Subrecipient to receive actual costs for Management Costs, up to a fixed estimate Management Costs award. The final fixed estimate cannot exceed 5.00% of all of the Subrecipient's eligible emergency and permanent work subawards.

The applicant will conduct Management Cost related activities that it tracks, charges, and accounts for its eligible PA awards.

Current version is based on Estimated Management Costs.

Attachment: PW 170 Cat Z PRJ 550943 05.20.2022 (10944 : Spread on the Minutes the Hurricane Ida PW 170 Obligation by FEMA)

Cost

Code	Quantity	Unit	Total Cost	Section
9905 (Management Costs)	1.00	Lump Sum	$137,964.14	Uncompleted

CRC Gross Cost	$137,964.14
CRC Net Cost	$137,964.14
Federal Share (100.00%)	$137,964.14
Non-Federal Share (0.00%)	$0.00

Attachment: PW 170 Cat Z PRJ 550943 05.20.2022 (10944 : Spread on the Minutes the Hurricane Ida PW 170 Obligation by FEMA)

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
No Records				

Attachment: PW 170 Cat Z PRJ 550943 05.20.2022 (10944 : Spread on the Minutes the Hurricane Ida PW 170 Obligation by FEMA)

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding $5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Attachment: PW 170 Cat Z PRJ 550943 05.20.2022 (10944 : Spread on the Minutes the Hurricane Ida PW 170 Obligation by FEMA)

Final Reviews

Final Review

Reviewed By BALLARD-GARY, TERRI **Reviewed On** 05/20/2022 9:32 AM CDT

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Not Reviewed **Reviewed On** Not Reviewed

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Unsigned **Signed On** Unsigned

Attachment: PW 170 Cat Z PRJ 550943 05.20.2022 (10944 : Spread on the Minutes the Hurricane Ida PW 170 Obligation by FEMA)

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

May 16, 2022

Maureen Anderson
Hancock County BOS
854 Highway 90, Suite A, Room 125
Bay St. Louis, MS 39520

Dear Ms. Anderson:

SUBJECT: FEMA-4576-DR-MS, HANCOCK COUNTY BOS, FIPS# 045-99045-00
PW# 150, North Railroad Street Road Damage, Cat C
Time Extension - Granted

The State of Mississippi is in receipt of your request for a time extension for the Project listed above. We have reviewed your justification for a time extension to complete work and determined that your submission is consistent with State guidelines for approval. Accordingly, your request for a time extension to complete work under this project is granted until **December 31, 2022**. If additional time will be needed to complete the project, please submit your request prior to the deadline. Please keep us updated on your progress on this project.

Please keep a copy of this letter in your files as an authorization to extend work beyond the previous deadline. If you have any questions concerning this matter, please contact me at (601) 933-6886.

Sincerely,

John M. "Mike" Siler
Director, Office of Public Assistance

Enclosure

POST OFFICE BOX 5644 • PEARL, MISSISSIPPI 39288-5644 • PHONE: 601-933-MEMA
EMERGENCY 1-800-222-6362 (24 HOUR)
TDD 1-800-445-6362

Attachment: Zeta time extension granted (10945 : Spread Zeta time extension granted for PW 150, 236, 267, 302, 451)

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

May 16, 2022

Maureen Anderson
Hancock County BOS
854 Highway 90, Suite A, Room 125
Bay St. Louis, MS 39520

Dear Ms. Anderson:

SUBJECT: FEMA-4576-DR-MS, HANCOCK COUNTY BOS, FIPS# 045-99045-00
PW# 236, Necaise Ballfield, Hancock County Equine Lives, Cat G
Time Extension - Granted

The State of Mississippi is in receipt of your request for a time extension for the Project listed above. We have reviewed your justification for a time extension to complete work and determined that your submission is consistent with State guidelines for approval. Accordingly, your request for a time extension to complete work under this project is granted until **December 31, 2022**. If additional time will be needed to complete the project, please submit your request prior to the deadline. Please keep us updated on your progress on this project.

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Sincerely,

John M. "Mike" Siler
Director, Office of Public Assistance

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TDD 1-800-445-6362

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State of Mississippi
TATE REEVES
Governor
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

May 16, 2022

Maureen Anderson
Hancock County BOS
854 Highway 90, Suite A, Room 125
Bay St. Louis, MS 39520

Dear Ms. Anderson:

SUBJECT: FEMA-4576-DR-MS, HANCOCK COUNTY BOS, FIPS# 045-99045-00
PW# 267, Washington Street Pier Boat Launch & Clermont Pier, Cat G
Time Extension - Granted

The State of Mississippi is in receipt of your request for a time extension for the Project listed above. We have reviewed your justification for a time extension to complete work and determined that your submission is consistent with State guidelines for approval. Accordingly, your request for a time extension to complete work under this project is granted until **December 31, 2022**. If additional time will be needed to complete the project, please submit your request prior to the deadline. Please keep us updated on your progress on this project.

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Sincerely,

John M. "Mike" Siler
Director, Office of Public Assistance

Enclosure

Attachment: Zeta time extension granted (10945 : Spread Zeta time extension grantedl for PW 150, 236, 267, 302, 451)

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

May 16, 2022

Maureen Anderson
Hancock County BOS
854 Highway 90, Suite A, Room 125
Bay St. Louis, MS 39520

Dear Ms. Anderson:

SUBJECT: FEMA-4576-DR-MS, HANCOCK COUNTY BOS, FIPS# 045-99045-00
PW# 302, Hancock County Beach Replenishment Project, Cat G
Time Extension - Granted

The State of Mississippi is in receipt of your request for a time extension for the Project listed above. We have reviewed your justification for a time extension to complete work and determined that your submission is consistent with State guidelines for approval. Accordingly, your request for a time extension to complete work under this project is granted until **December 31, 2022**. If additional time will be needed to complete the project, please submit your request prior to the deadline. Please keep us updated on your progress on this project.

Please keep a copy of this letter in your files as an authorization to extend work beyond the previous deadline. If you have any questions concerning this matter, please contact me at (601) 933-6886.

Sincerely,

John M. "Mike" Siler
Director, Office of Public Assistance

Enclosure

POST OFFICE BOX 5644 • PEARL, MISSISSIPPI 39288-5644 • PHONE: 601-933-MEMA
EMERGENCY 1-800-222-6362 (24 HOUR)
TDD 1-800-445-6362

Attachment: Zeta time extension granted (10945 : Spread Zeta time extension granted for PW 150, 236, 267, 302, 451)

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

May 16, 2022

Maureen Anderson
Hancock County BOS
854 Highway 90, Suite A, Room 125
Bay St. Louis, MS 39520

Dear Ms. Anderson:

SUBJECT: FEMA-4576-DR-MS, HANCOCK COUNTY BOS, FIPS# 045-99045-00
PW# 451, Cedar Point, Hancock Co. Pleasure Street Marina, Etc., Cat G
Time Extension - Granted

The State of Mississippi is in receipt of your request for a time extension for the Project listed above. We have reviewed your justification for a time extension to complete work and determined that your submission is consistent with State guidelines for approval. Accordingly, your request for a time extension to complete work under this project is granted until **December 31, 2022**. If additional time will be needed to complete the project, please submit your request prior to the deadline. Please keep us updated on your progress on this project.

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Sincerely,

John M. "Mike" Siler
Director, Office of Public Assistance

Enclosure

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EMERGENCY 1-800-222-6362 (24 HOUR)
TDD 1-800-445-6362

Attachment: Zeta time extension granted (10945 : Spread Zeta time extension granted for PW 150, 236, 267, 302, 451)

STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION
LIZ WELCH
EXECUTIVE DIRECTOR

Quarterly Report for Bond Proceeds

Name of Entity: HANCOCK COUNTY BOARD OF SUPERVISORS

Project Description: HANCOCK COUNTY FAIRGROUNDS IIMRPOVEMENTS PROJECT

Authorizing Legislation: SECTION 81 OF SENATE BILL 2971, 2021 REGULAR SESSION

Report for the Quarter Ending: June 30 For the Year: 2022

Report Type: Quarterly

Please complete only upon initial receipt of funding	Amount
Date of Initial Receipt of Bond Proceeds (10/21/2021):	$ 1,000,000.00
Less: Pro Rata Share of Issuance Cost (ifapplicable):	($)
Beginning Project Balance:	$ 1,000,000.00

	Date	Amount
Beginning Quarterly Balance	04/01/2022	$ 1,000,000.00
Plus: Interest Earned (if applicable):		$
Less: Quarterly Project Expenditures:		($ 56,642.50)
Ending Quarterly Balance	06/30/2022	$ 943,357.50

Project Update Summary (please supply a quarterly update regarding status of project):

Hancock County has awarded the contract for engineering services and began the design phase of the project.

Attachment: DFA Quarterly Report Arena Improvement Project - signed (11014 : Authorize Board President to sign DFA Arena Fairgrounds

Quarterly Project Expenditures

Date	Description	Amount
04/04/2022	Compton Engineering Invoice # 221-076.011-1	$ 12,000.00
04/04/22	Compton Engineering Invoice # 221-076.011-2	$ 10,100.00
04/04/22	Compton Engineering Invoice # 221-076.011-3	$ 4,000.00
4/4/22	Compton Engineering Invoice # 221-076.011-4	$ 6,137.50
4/4/22	Compton Engineering Invoice # 221-076.011-5	$ 8,000.00
5/2/22	Compton Engineering Invoice # 221-076.011-6	$ 6,000.00
6/6/22	Compton Engineering Invoice # 221-076.011-7	$ 8,000.00
6/6/22	Compton Engineering Invoice # 221-076.011-8	$ 2,405.00

I, the undersigned authority, do hereby swear and affirm that all information provided above is complete and accurate to the best of my knowledge. I further swear and affirm that all State bond proceeds reported on herein were used in accordance with the legislation that authorized such bonds.

Authorized by:

Scotty Adam
Name

Scotty Adam
Signature

Board President
Title

06/20/2022
Date

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Sworn to and subscribed before me this 20 day of June, 2022

State of Mississippi
County of: Hancock

Notary Public Valerie Killen Fitts
My Commission Expires 5/04/2025

VALERIE KILLEN FITTS COMM. # 290903 NOTARY PUBLIC COMMISSION EXPIRES 5-04-2025 HANCOCK COUNTY, STATE OF MISSISSIPPI

Attachment: DFA Quarterly Report Arena Improvement Project - signed (11014 : Authorize Board President to sign DFA Arena Fairgrounds

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

DEDICATION OF LAND FOR PRIVATE CEMETERY

WHEREAS, the Hancock County Board of Supervisors received a request from Kimberly West Meyers for the approval of a 150' by 290' private cemetery, named John Michael Meyers Kingdom Come Cemetery on June 13, 2022; and

WHEREAS, the Supervisors approved the request contingent upon review of its attorney, approval which has since been given; and

WHEREAS, Supervisors now finally approve the private cemetery requested and detailed infra as is spread on the Minutes of the Board of Supervisors meeting of June 20, 2022.

NOW, WHEREFORE, premises considered, the Hancock Count Board of Supervisors have approved the private cemetery requested by Kimberly West Meyers ("Landowners") at the location known as Wendall Ladner Road. The motion to approve and spread this final dedication on the Minutes of the Board of Supervisors was made by Supervisor District 2, seconded by Supervisor District ___, with a vote for approval as follows:

Supervisor District 1, Ryan:

Supervisor District 2, Shaw:

Supervisor District 3, Koenenn:

Supervisor District 4, Adam:

Supervisor District 5, Ladner:

Landowners, by their execution of this deed restriction, dedicate the following described property as a private cemetery per applicable Mississippi law. The location of the cemetery is as follows:

Beginning at the Northwest corner of deeded property in Section 30, Township 5 South, Range 14 West thence 500 fee East to a point, thence 300 feet South to a point of beginning, thence 150 feet East, thence 290 feet South, thence 150 feet West, thence 290 feet North to the point of beginning, containing approximately one acre, more or less.

Attachment: Dedication of Land for Private Cemetery - Meyers (10950 : Approve Dedication of Land for Private Cemetery)

This property restriction for use of a cemetery is made subject to any and all prior reservations, restrictions, covenants, easements and exceptions of record.

The grantees do hereby join in this dedication of the property as a cemetery.

WITNESS THE SIGNATURES on this the 13th day of June, 2022.

Kimberly West Meyers

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally, appeared me, the undersigned authority for the aforesaid jurisdiction, Kimberly West Meyers, who acknowledged that they signed and delivered the foregoing instrument of writing on the date and year stated above.

Given under my hand and seal on this the 13th day of June, 2022.

NOTARY PUBLIC

My Commission Expires:

Timothy A. Kellar
Chancery Clerk
By: DC

CHANCERY CLERK HANCOCK COUNTY, MISS.

My Commission Expires Dec. 31, 2023

State of Mississippi
County of Hancock

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of June, 2022, within my jurisdiction, the within named, Kimberly West Meyers who acknowledged that She executed and delivered the above and foregoing instrument.

Attachment: Dedication of Land for Private Cemetery - Meyers (10950 : Approve Dedication of Land for Private Cemetery)

2006 2927
Recorded in the Above
Deed Book & Page
03-03-2006 09:55:41 AM
Timothy A Kellar
Hancock County

PREPARED BY AND RETURN TO:
RETURN TO:
GULF TITLE COMPANY, INC.
409 CARROLL STREET
Picayune, MS 39466
601-749-4778

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

2006 9093
Recorded in the Above
Deed Book & Page
06-21-2006 01:39:49 PM
Timothy A Kellar
Hancock County

CORRECTED *
WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten 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, CHRIS HOWARD MARTIN and DEBORAH INEZ MARTIN, BLAKE V. BOONE and SUSAN LADETTE BOONE, 7010 Wendell Ladner Road, Perkinston, MS 39573, 228-255-9537, do hereby sell, convey and warrant unto JOHN M. MEYERS and KIMBERLY WEST MEYERS, 65177 North Blvd., Pearl River, LA 70452, 985-863-8293 as joint tenants with full rights of survivorship and not as tenants in common , the following described land and property being located in Hancock County, Mississippi, being more particularly described as follows, to-wit:

A parcel of land located the North One-Half of the Northeast One-Quarter (N 1/2 of the NE 1/4) and part of the South One-Half of the Northeast One-Quarter (S 1/2 of the NE 1/4) of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi and being more particularly described as follows to-wit:

COMMENCE at a fence corner marking the Northeast corner of said Section 30; thence run South 89 degrees 19 minutes 39 seconds West a distance of 335.30 feet to an iron rod, the Point of Beginning; thence run South 89 degrees 19 minutes 39 seconds West a distance of 1007.38 feet to a lighter-wood stake; thence run North 89 degrees 03 minutes 45 seconds West a distance of 670.35 feet to a fence corner; thence run South 00 degrees 07 minutes 44 seconds West a distance of 1412.77 feet to a fence corner; thence run South 89 degrees 47 minutes 39 seconds East a distance of 1970.67 feet to an iron rod; thence run North 02 degrees 31 minutes 37 seconds East a distance of 700.47 feet to an iron rod; thence run South 89 degrees 19 minutes 38 seconds West a distance of 321.24 feet to an iron rod; thence run North 00 degrees 02 minutes 00 seconds East a distance of 724.68 feet to the Point of Beginning. Parcel containing 59.26 acres, more or less as per survey by Gary A Burt & Associates, Inc. dated January 6, 2006 and attached hereto as Exhibit "A".

AND ALSO a 40-foot wide Right-of-Way, the centerline

Being re-recorded to correct error inlegal description only

Attachment: Dedication of Land for Private Cemetery - Meyers (10950 : Approve Dedication of Land for Private Cemetery)

being more particularly described as follows:

COMMENCE at a fence corner marking the Northeast corner of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi; thence run South 89 degrees 19 minutes 39 seconds West a distance of 335.30 feet; thence run South 89 degrees 19 minutes 39 seconds West a distance of 1007.38 feet; thence run North 89 degrees 03 minutes 45 seconds West a distance of 670.35 feet; thence run South 89 degrees 54 minutes 09 seconds West a distance of 513.84 feet on over, and across an existing 40 foot Right-of-Way to the Point of Beginning; thence run along the center of an existing road the following courses: South 07 degrees 25 minutes 09 seconds East a distance of 224.74 feet; thence run South 09 degrees 32 minutes 51 seconds East a distance of 356.97 feet; thence run South 15 degrees 21 minutes 47 seconds East a distance of 528.64 feet; thence run South 07 degrees 15 minutes 10 seconds East a distance of 763.13 feet; thence run South 00 degrees 40 minutes 52 seconds East a distance of 868.82 feet; thence run South 37 degrees 48 minutes 06 seconds East a distance of 255.04 feet; thence run South 00 degrees 03 minutes 29 seconds East a distance of 448.95 feet; thence run South 00 degrees 01 minutes 38 seconds West a distance of 630.54 feet; thence run North 89 degrees 47 minutes 07 seconds West a distance of 984.90 feet to the terminus on the East line of an existing 20 acre tract.

SUBJECT to those certain easements as recorded in the Office of the Chancery Clerk aforesaid in Deed Book 184 at Page 591 and Deed Book 168 at Page 691 thereof.

The above described property is not a part of the Homestead of the Grantors herein.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantees herein.

WITNESS OUR SIGNATURES, ON THIS THE 21ST DAY OF FEBRUARY, 2006.

CHRIS HOWARD MARTIN

BLAKE V. BOONE

DEBORAH INEZ MARTIN

SUSAN LADETTE BOONE

2006 9094
Recorded in the Above
Deed Book & Page
06-21-2006 01:39:49 PM

Attachment: Dedication of Land for Private Cemetery - Meyers (10950 : Approve Dedication of Land for Private Cemetery)

2006 2929
Deed Book & Page

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, CHRIS HOWARD MARTIN and DEBORAH INEZ MARTIN, BLAKE V. BOONE AND SUSAN LADETTE BOONE, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of February, 2006.

NOTARY PUBLIC

My Commission Expires:

PEARL RIVER COUNTY, MS NOTARY PUBLIC My Commission Expires May 21 2009 K. L. CERNY

2006 9095
Recorded in the Above
Deed Book & Page
06-21-2006 01:39:49 PM

Attachment: Dedication of Land for Private Cemetery - Meyers (10950 : Approve Dedication of Land for Private Cemetery)

EXHIBIT "A" (page 1 of 2)

2006 2930
Deed Book & Page

Tract 1
The SE 1/4 of the SE 1/4 and a part of the N 1/2 of the SE 1/4 of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi, and being more particularly described as follows: Beginning at a lighter-wood stake marking the SE corner of said Section 30, thence North 0 degrees, 01 minutes, 55 seconds East 2601.45 feet to an iron rod, thence North 89 degrees, 47 minutes, 07 seconds West 2014.05 feet to a fence corner, thence South 0 degrees, 03 minutes, 29 seconds East 649.54 feet to an iron rod, thence South 89 degrees, 44 minutes, 35 seconds East 670.04 feet to an iron rod, thence South 0 degrees, 00 minutes, 07 seconds East 1950.35 feet to an iron rod, thence South 89 degrees, 44 minutes, 21 seconds East 1341.84 feet to the Point of Beginning, containing 90.18 acres, more or less, in the above said Section, Township, and Range.

Tract 2
A part of the S 1/2 of the NE 1/4, and a part of the N 1/2 of the SE 1/4 of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi, and being more particularly described as follows: Commence at a lighter-wood stake marking the SE corner of said Section 30, thence North 0 degrees, 01 minutes, 55 seconds East 2601.45 feet to an iron rod, the Point of Beginning, thence North 89 degrees, 47 minutes, 07 seconds West 2014.05 feet to a fence corner, thence North 0 degrees, 01 minutes, 05 seconds West 1299.46 feet to a fence corner, thence South 89 degrees, 47 minutes, 39 seconds East 1970.67 feet to an iron rod, thence South 2 degrees, 00 minutes, 39 seconds East 1248.60 feet to a fence corner, thence South 0 degrees, 01 minutes, 55 seconds West 52.08 feet to the Point of Beginning, containing 59.47 acres, more or less, in the above said Section, Township, and Range.

Tract 3
A part of the N 1/2 of the NE 1/4 and a part of the S 1/2 of the NE 1/4 of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi, and being more particularly described as follows: Commence at a fence corner marking the NE corner of said Section 30, thence South 89 degrees, 19 minutes, 39 seconds West 335.30 feet to an iron rod, the Point of Beginning, thence South 89 degrees, 19 minutes, 39 seconds West 1007.38 feet to a lighter-wood stake, thence North 89 degrees, 03 minutes, 45 seconds West 670.35 feet to a fence corner, thence South 0 degrees, 07 minutes, 44 seconds West 1412.77 feet to a fence corner, thence South 89 degrees, 47 minutes, 39 seconds East 1970.67 feet to an iron rod, thence North 2 degrees, 31 minutes, 37 seconds East 700.47 feet to an iron rod, thence South 89 degrees, 19 minutes, 38 seconds West 321.24 feet to an iron rod, thence North 0 degrees, 02 minutes, 00 seconds East 724.68 feet to the Point of Beginning, containing 59.26 acres, more or less, in the above said Section, Township, and Range.

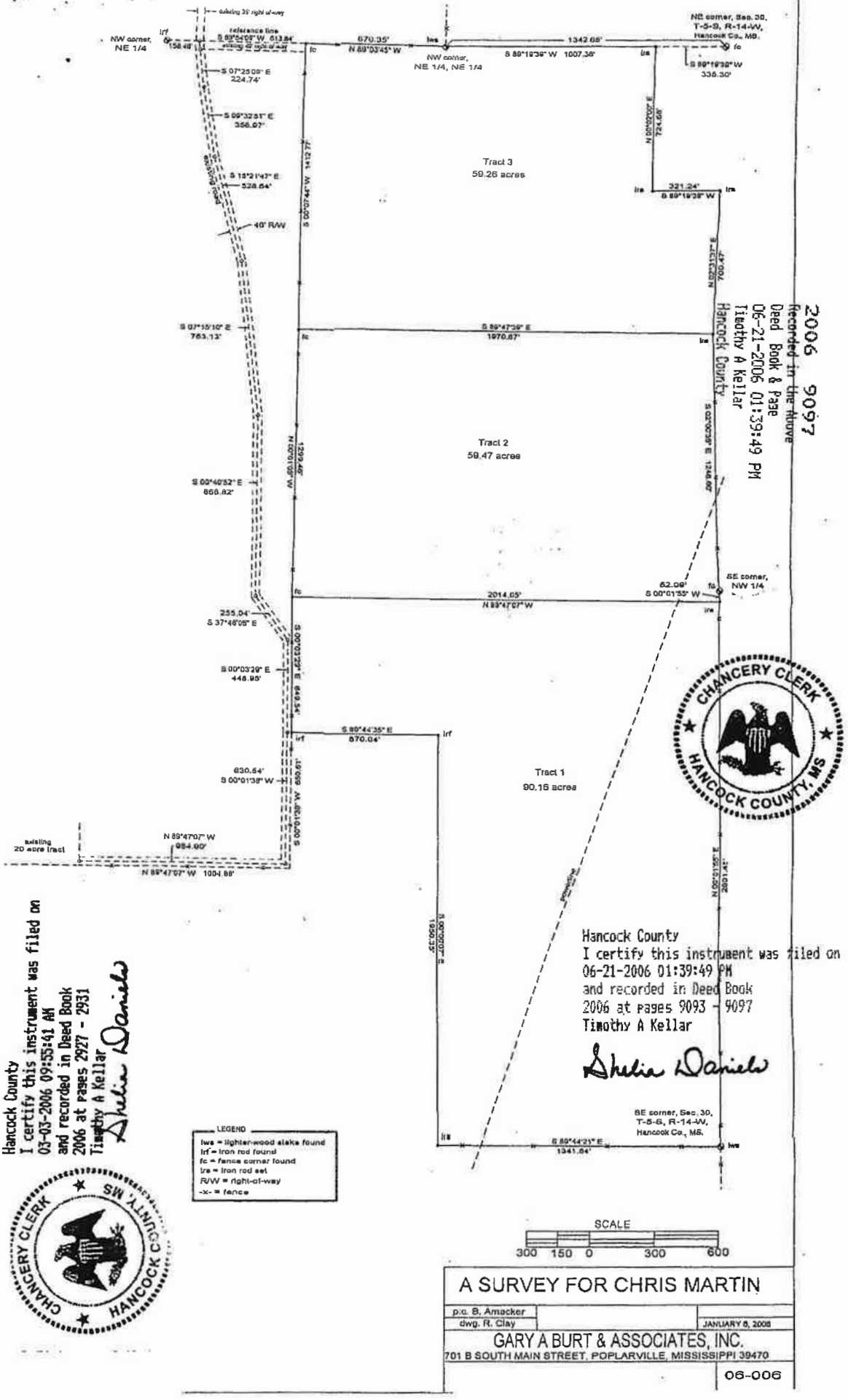
A 40 foot wide right-of-way, the centerline being more particularly described as follows: Commence at a fence corner marking the NE corner of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi, thence South 89 degrees, 19 minutes, 39 seconds West 335.30 feet, thence South 89 degrees, 19 minutes, 39 seconds West 1007.38 feet, thence North 89 degrees, 03 minutes, 45 seconds West 670.35 feet, thence South 89 degrees, 54 minutes, 09 seconds West 513.84 feet to the Point of Beginning, thence along the center of an existing road the following courses: South 7 degrees, 25 minutes, 09 seconds East 224.74 feet, thence South 9 degrees, 32 minutes, 51 seconds East 356.97 feet, thence South 15 degrees, 21 minutes, 47 seconds East 528.64 feet, thence South 7 degrees, 15 minutes, 10 seconds East 763.13 feet, thence South 0 degrees, 40 minutes, 52 seconds East 868.82 feet, thence South 37 degrees, 48 minutes, 06 seconds East 255.04 feet, thence South 0 degrees, 03 minutes, 29 seconds East 448.95 feet, thence South 0 degrees, 01 minutes, 38 seconds West 630.54 feet, thence North 89 degrees, 47 minutes, 07 seconds West 984.90 feet to the terminus on the EAST line of an existing 20 acre tract.

2006 9096
Recorded in the Above
Deed Book & Page
06-21-2006 01:39:49 PM

Attachment: Dedication of Land for Private Cemetery - Meyers (10950 : Approve Dedication of Land for Private Cemetery)

2006 2931
Deed Book & Page

EXHIBIT "A" (page 2 of 2)



LEGEND
- iwa = lighter-wood stake found
- irf = iron rod found
- fc = fence corner found
- irs = iron rod set
- R/W = right-of-way
- -x- = fence

A SURVEY FOR CHRIS MARTIN

p.c. B. Amacker		
dwg. R. Clay		JANUARY 6, 2006

GARY A BURT & ASSOCIATES, INC.
701 B SOUTH MAIN STREET, POPLARVILLE, MISSISSIPPI 39470

06-006

Hancock County
I certify this instrument was filed on
03-03-2006 09:55:41 AM
and recorded in Deed Book
2006 at pages 2927 - 2931
Timothy A Kellar
Shelia Daniels

CHANCERY CLERK HANCOCK COUNTY, MS

2006 9097
Recorded in the Above
Deed Book & Page
06-21-2006 01:39:49 PM
Timothy A Kellar
Hancock County

CHANCERY CLERK HANCOCK COUNTY, MS

Hancock County
I certify this instrument was filed on
06-21-2006 01:39:49 PM
and recorded in Deed Book
2006 at pages 9093 - 9097
Timothy A Kellar
Shelia Daniels

Attachment: Dedication of Land for Private Cemetery - Meyers (10950 : Approve Dedication of Land for Private Cemetery)

*** Certified Copy Page ***

I, Timothy A Kellar, Chancery Clerk, do hereby certify that the foregoing is a FULL, TRUE and CORRECT copy of the Instruments(s) herewith set out as same appears of record in: Deed BOOK - 2006, AT PAGE - 9093 in said court.

Witness my hand and seal this 13 Day of June, 2022.

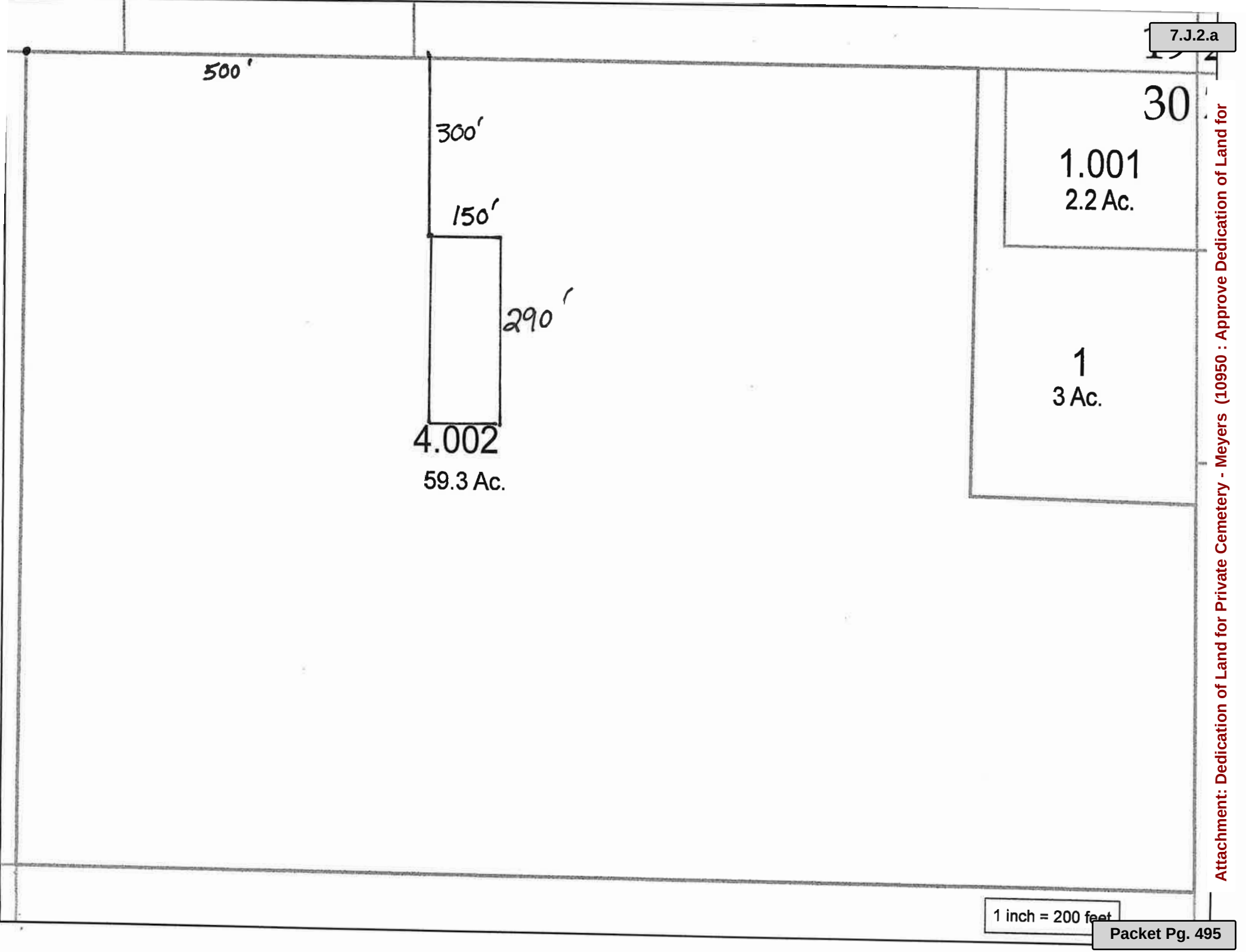
Timothy A Kellar
Chancery Clerk
Hancock County, MS
DC:

Printed: 06-13-2022 08:52:52 AM
Optical file reference: D2385.7D6

Attachment: Dedication of Land for Private Cemetery - Meyers (10950 : Approve Dedication of Land for Private Cemetery)

1 inch = 200 feet

Attachment: Dedication of Land for Private Cemetery - Meyers (10950 : Approve Dedication of Land for Private Cemetery)



Attachment: Dedication of Land for Private Cemetery - Meyers (10950 : Approve Dedication of Land for

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

DEDICATION OF LAND FOR PRIVATE CEMETERY

WHEREAS, the Hancock County Board of Supervisors received a request from Kimberly West Meyers for the approval of a 150' by 290' private cemetery, named John Michael Meyers Kingdom Come Cemetery on June 13, 2022; and

WHEREAS, the Supervisors approved the request contingent upon review of its attorney, approval which has since been given; and

WHEREAS, Supervisors now finally approve the private cemetery requested and detailed infra as is spread on the Minutes of the Board of Supervisors meeting of June 20, 2022.

NOW, WHEREFORE, premises considered, the Hancock Count Board of Supervisors have approved the private cemetery requested by Kimberly West Meyers ("Landowners") at the location known as Wendall Ladner Road. The motion to approve and spread this final dedication on the Minutes of the Board of Supervisors was made by Supervisor District 2, seconded by Supervisor District 1, with a vote for approval as follows:

Supervisor District 1, Ryan: yes
Supervisor District 2, Shaw: yes
Supervisor District 3, Koenenn: yes
Supervisor District 4, Adam: yes
Supervisor District 5, Ladner: yes

Landowners, by their execution of this deed restriction, dedicate the following described property as a private cemetery per applicable Mississippi law. The location of the cemetery is as follows:

Beginning at the Northwest corner of deeded property in Section 30, Township 5 South, Range 14 West thence 500 fee East to a point, thence 300 feet South to a point of beginning, thence 150 feet East, thence 290 feet South, thence 150 feet West, thence 290 feet North to the point of beginning, containing approximately one acre, more or less.

Attachment: Dedication of Land for Private Cemetery - Meyers - signed (10950 : Approve Dedication of Land for Private Cemetery)

This property restriction for use of a cemetery is made subject to any and all prior reservations, restrictions, covenants, easements and exceptions of record.

The grantees do hereby join in this dedication of the property as a cemetery.

WITNESS THE SIGNATURES on this the 13th day of June, 2022.

Kimberly West Meyers

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally, appeared me, the undersigned authority for the aforesaid jurisdiction, Kimberly West Meyers, who acknowledged that they signed and delivered the foregoing instrument of writing on the date and year stated above.

Given under my hand and seal on this the 13th day of June, 2022.

NOTARY PUBLIC

My Commission Expires:

Timothy A. Kellar
Chancery Clerk
By: DC

CHANCERY CLERK
HANCOCK COUNTY, MISS.

My Commission Expires Dec. 31, 2023

State of Mississippi
County of Hancock

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of June, 2022, within my jurisdiction, the within named, Kimberly West Meyers who acknowledged that she executed and delivered the above and foregoing instrument.

Attachment: Dedication of Land for Private Cemetery - Meyers - signed (10950 : Approve Dedication of Land for Private Cemetery)

2006 2927
Recorded in the Above
Deed Book & Page
03-03-2006 09:55:41 AM
Timothy A Kellar
Hancock County

PREPARED BY AND RETURN TO:
RETURN TO:
GULF TITLE COMPANY, INC.
409 CARROLL STREET
Picayune, MS 39466
601-749-4778

2006 9093
Recorded in the Above
Deed Book & Page
06-21-2006 01:39:49 PM
Timothy A Kellar
Hancock County

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

CORRECTED *
WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten 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, CHRIS HOWARD MARTIN and DEBORAH INEZ MARTIN, BLAKE V. BOONE and SUSAN LADETTE BOONE, 7010 Wendell Ladner Road, Perkinston, MS 39573, 228-255-9537, do hereby sell, convey and warrant unto JOHN M. MEYERS and KIMBERLY WEST MEYERS, 65177 North Blvd., Pearl River, LA 70452, 985-863-8293 as joint tenants with full rights of survivorship and not as tenants in common , the following described land and property being located in Hancock County, Mississippi, being more particularly described as follows, to-wit:

A parcel of land located the North One-Half of the Northeast One-Quarter (N 1/2 of the NE 1/4) and part of the South One-Half of the Northeast One-Quarter (S 1/2 of the NE 1/4) of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi and being more particularly described as follows to-wit:

COMMENCE at a fence corner marking the Northeast corner of said Section 30; thence run South 89 degrees 19 minutes 39 seconds West a distance of 335.30 feet to an iron rod, the Point of Beginning; thence run South 89 degrees 19 minutes 39 seconds West a distance of 1007.38 feet to a lighter-wood stake; thence run North 89 degrees 03 minutes 45 seconds West a distance of 670.35 feet to a fence corner; thence run South 00 degrees 07 minutes 44 seconds West a distance of 1412.77 feet to a fence corner; thence run South 89 degrees 47 minutes 39 seconds East a distance of 1970.67 feet to an iron rod; thence run North 02 degrees 31 minutes 37 seconds East a distance of 700.47 feet to an iron rod; thence run South 89 degrees 19 minutes 38 seconds West a distance of 321.24 feet to an iron rod; thence run North 00 degrees 02 minutes 00 seconds East a distance of 724.68 feet to the Point of Beginning. Parcel containing 59.26 acres, more or less as per survey by Gary A Burt & Associates, Inc. dated January 6, 2006 and attached hereto as Exhibit "A".

AND ALSO a 40-foot wide Right-of-Way, the centerline

Being re-recorded to correct error inlegal description only

Attachment: Dedication of Land for Private Cemetery - Meyers - signed (10950 : Approve Dedication of Land for Private Cemetery)

being more particularly described as follows:

COMMENCE at a fence corner marking the Northeast corner of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi; thence run South 89 degrees 19 minutes 39 seconds West a distance of 335.30 feet; thence run South 89 degrees 19 minutes 39 seconds West a distance of 1007.38 feet; thence run North 89 degrees 03 minutes 45 seconds West a distance of 670.35 feet; thence run South 89 degrees 54 minutes 09 seconds West a distance of 513.84 feet on over, and across an existing 40 foot Right-of-Way to the Point of Beginning; thence run along the center of an existing road the following courses: South 07 degrees 25 minutes 09 seconds East a distance of 224.74 feet; thence run South 09 degrees 32 minutes 51 seconds East a distance of 356.97 feet; thence run South 15 degrees 21 minutes 47 seconds East a distance of 528.64 feet; thence run South 07 degrees 15 minutes 10 seconds East a distance of 763.13 feet; thence run South 00 degrees 40 minutes 52 seconds East a distance of 868.82 feet; thence run South 37 degrees 48 minutes 06 seconds East a distance of 255.04 feet; thence run South 00 degrees 03 minutes 29 seconds East a distance of 448.95 feet; thence run South 00 degrees 01 minutes 38 seconds West a distance of 630.54 feet; thence run North 89 degrees 47 minutes 07 seconds West a distance of 984.90 feet to the terminus on the East line of an existing 20 acre tract.

SUBJECT to those certain easements as recorded in the Office of the Chancery Clerk aforesaid in Deed Book 184 at Page 591 and Deed Book 168 at Page 691 thereof.

The above described property is not a part of the Homestead of the Grantors herein.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantees herein.

WITNESS OUR SIGNATURES, ON THIS THE 21ST DAY OF FEBRUARY, 2006.

CHRIS HOWARD MARTIN

BLAKE V. BOONE

DEBORAH INEZ MARTIN

SUSAN LADETTE BOONE

2006 9094
Recorded in the Above
Deed Book & Page
06-21-2006 01:39:49 PM

Attachment: Dedication of Land for Private Cemetery - Meyers - signed (10950 : Approve Dedication of Land for Private Cemetery)

2006 2929
Deed Book & Page

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, CHRIS HOWARD MARTIN and DEBORAH INEZ MARTIN, BLAKE V. BOONE AND SUSAN LADETTE BOONE, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of February, 2006.

NOTARY PUBLIC

My Commission Expires:

PEARL RIVER COUNTY, MS NOTARY PUBLIC K. L. CERNY My Commission Expires May 24, 2009

2006 9095
Recorded in the Above
Deed Book & Page
06-21-2006 01:39:49 PM

Attachment: Dedication of Land for Private Cemetery - Meyers - signed (10950 : Approve Dedication of Land for Private Cemetery)

EXHIBIT "A" (page 1 of 2)

2006 2930
Deed Book & Page

Tract 1
The SE 1/4 of the SE 1/4 and a part of the N 1/2 of the SE 1/4 of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi, and being more particularly described as follows: Beginning at a lighter-wood stake marking the SE corner of said Section 30, thence North 0 degrees, 01 minutes, 55 seconds East 2601.45 feet to an iron rod, thence North 89 degrees, 47 minutes, 07 seconds West 2014.05 feet to a fence corner, thence South 0 degrees, 03 minutes, 29 seconds East 648.54 feet to an iron rod, thence South 89 degrees, 44 minutes, 35 seconds East 670.04 feet to an iron rod, thence South 0 degrees, 00 minutes, 07 seconds East 1950.35 feet to an iron rod, thence South 89 degrees, 44 minutes, 21 seconds East 1341.84 feet to the Point of Beginning, containing 90.18 acres, more or less, in the above said Section, Township, and Range.

Tract 2
A part of the S 1/2 of the NE 1/4, and a part of the N 1/2 of the SE 1/4 of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi, and being more particularly described as follows: Commence at a lighter-wood stake marking the SE corner of said Section 30, thence North 0 degrees, 01 minutes, 55 seconds East 2601.45 feet to an iron rod, the Point of Beginning, thence North 89 degrees, 47 minutes, 07 seconds West 2014.05 feet to a fence corner, thence North 0 degrees, 01 minutes, 05 seconds West 1299.46 feet to a fence corner, thence South 89 degrees, 47 minutes, 39 seconds East 1970.67 feet to an iron rod, thence South 2 degrees, 00 minutes, 39 seconds East 1248.60 feet to a fence corner, thence South 0 degrees, 01 minutes, 55 seconds West 52.09 feet to the Point of Beginning, containing 59.47 acres, more or less, in the above said Section, Township, and Range.

Tract 3
A part of the N 1/2 of the NE 1/4 and a part of the S 1/2 of the NE 1/4 of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi, and being more particularly described as follows: Commence at a fence corner marking the NE corner of said Section 30, thence South 89 degrees, 19 minutes, 39 seconds West 335.30 feet to an iron rod, the Point of Beginning, thence South 89 degrees, 19 minutes, 39 seconds West 1007.38 feet to a lighter-wood stake, thence North 89 degrees, 03 minutes, 45 seconds West 670.35 feet to a fence corner, thence South 0 degrees, 07 minutes, 44 seconds West 1412.77 feet to a fence corner, thence South 89 degrees, 47 minutes, 39 seconds East 1970.67 feet to an iron rod, thence North 2 degrees, 31 minutes, 37 seconds East 700.47 feet to an iron rod, thence South 89 degrees, 19 minutes, 38 seconds West 321.24 feet to an iron rod, thence North 0 degrees, 02 minutes, 00 seconds East 724.68 feet to the Point of Beginning, containing 59.26 acres, more or less, in the above said Section, Township, and Range.

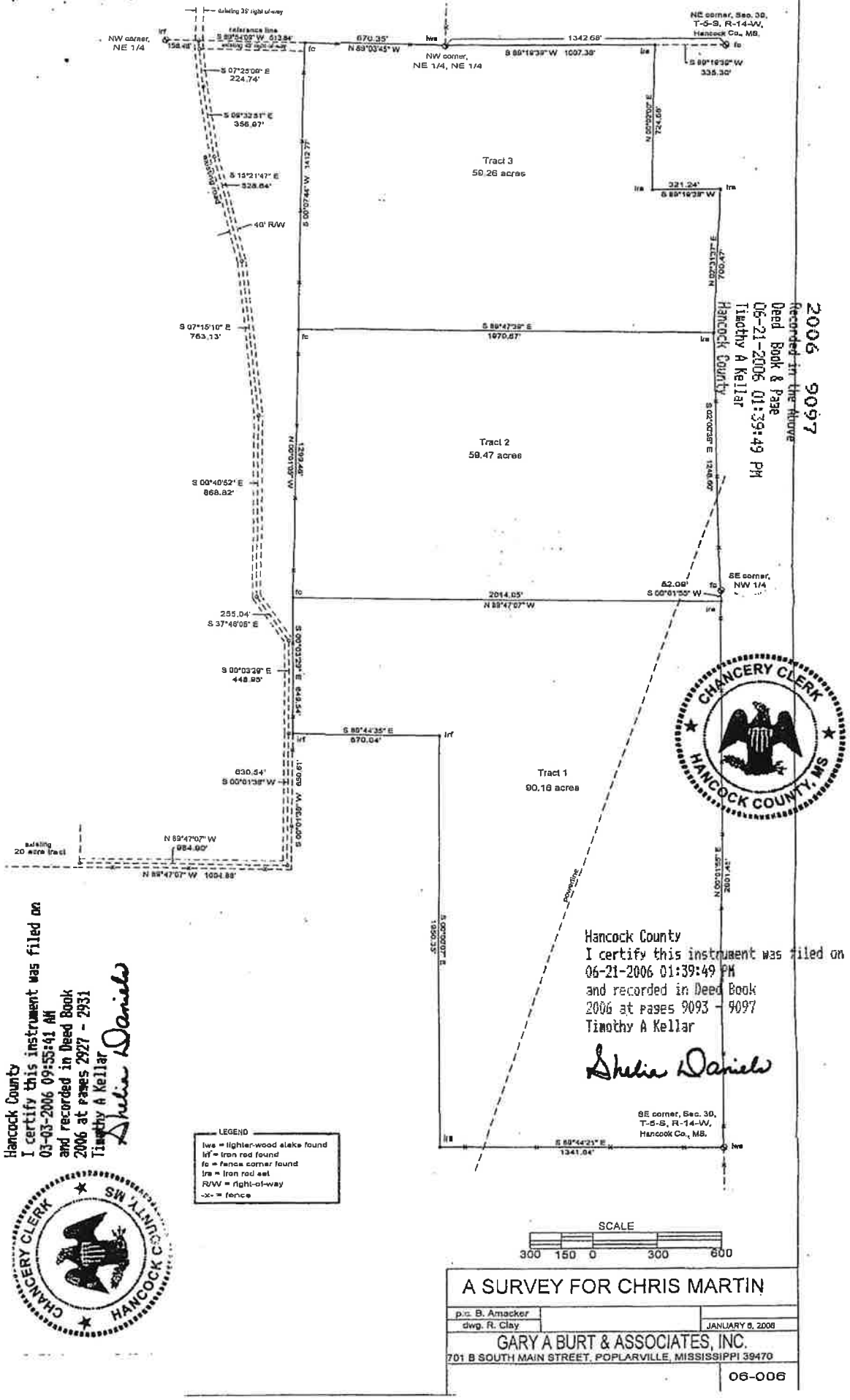
A 40 foot wide right-of-way, the centerline being more particularly described as follows: Commence at a fence corner marking the NE corner of Section 30, Township 5 South, Range 14 West, Hancock County, Mississippi, thence South 89 degrees, 19 minutes, 39 seconds West 335.30 feet, thence South 89 degrees, 19 minutes, 39 seconds West 1007.38 feet, thence North 89 degrees, 03 minutes, 45 seconds West 670.35 feet, thence South 89 degrees, 54 minutes, 09 seconds West 513.84 feet to the Point of Beginning, thence along the center of an existing road the following courses: South 7 degrees, 25 minutes, 09 seconds East 224.74 feet, thence South 9 degrees, 32 minutes, 51 seconds East 356.97 feet, thence South 15 degrees, 21 minutes, 47 seconds East 528.64 feet, thence South 7 degrees, 15 minutes, 10 seconds East 763.13 feet, thence South 0 degrees, 40 minutes, 52 seconds East 868.82 feet, thence South 37 degrees, 48 minutes, 06 seconds East 255.04 feet, thence South 0 degrees, 03 minutes, 29 seconds East 448.95 feet, thence South 0 degrees, 01 minutes, 38 seconds West 830.54 feet, thence North 89 degrees, 47 minutes, 07 seconds West 984.90 feet to the terminus on the EAST line of an existing 20 acre tract.

2006 9096
Recorded in the Above
Deed Book & Page
06-21-2006 01:39:49 PM

Attachment: Dedication of Land for Private Cemetery - Meyers - signed (10950 : Approve Dedication of Land for Private Cemetery)

2006 2931
Deed Book & Page

EXHIBIT "A" (page 2 of 2)



Hancock County
I certify this instrument was filed on
06-21-2006 01:39:49 PM
and recorded in Deed Book
2006 at pages 9093 - 9097
Timothy A Kellar
Shelia Daniels

CHANCERY CLERK ★ HANCOCK COUNTY, MS

Hancock County
I certify this instrument was filed on
03-03-2006 09:55:41 AM
and recorded in Deed Book
2006 at pages 2927 - 2931
Timothy A Kellar
Shelia Daniels

CHANCERY CLERK ★ HANCOCK COUNTY, MS

LEGEND
lws = lighter-wood stake found
irf = iron rod found
fc = fence corner found
irs = iron rod set
R/W = right-of-way
-x- = fence

A SURVEY FOR CHRIS MARTIN

p.c. B. Amacker		JANUARY 6, 2006
dwg. R. Clay		

GARY A BURT & ASSOCIATES, INC.
701 B SOUTH MAIN STREET, POPLARVILLE, MISSISSIPPI 39470

06-006

Attachment: Dedication of Land for Private Cemetery - Meyers - signed (10950 : Approve Dedication of Land for Private Cemetery)

*** Certified Copy Page ***

I, Timothy A Kellar, Chancery Clerk, do hereby certify that the foregoing is a FULL, TRUE and CORRECT copy of the Instruments(s) herewith set out as same appears of record in: Deed BOOK - 2006, AT PAGE - 9093 in said court.

Witness my hand and seal this 13 Day of June, 2022.

Timothy A Kellar
Chancery Clerk
Hancock County, MS
DC:

Printed: 06-13-2022 08:52:52 AM
Optical file reference: D2385.7D6

Attachment: Dedication of Land for Private Cemetery - Meyers - signed (10950 : Approve Dedication of Land for Private Cemetery)

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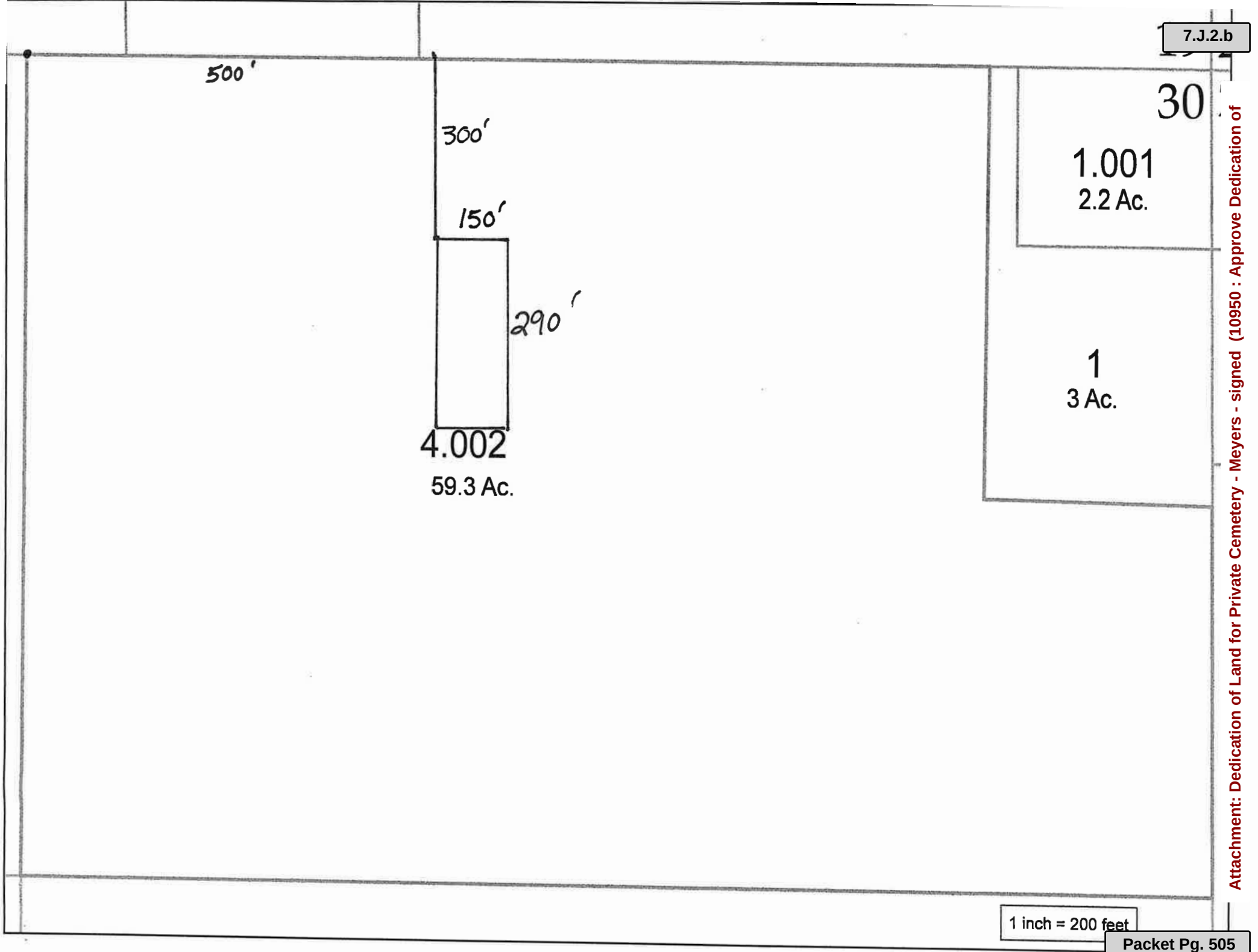

Attachment: Dedication of Land for Private Cemetery - Meyers - signed (10950 : Approve Dedication of

State Owned Properties

LRSUID	ERNAME
163E-0-06-094.000	STATE
163E-0-06-096.000	STATE
163E-0-06-099.000	STATE
163E-0-06-100.000	STATE
163E-0-06-102.000	STATE
163E-0-06-103.000	STATE
163E-0-06-105.000	STATE
163E-0-06-108.000	STATE
163E-0-06-109.000	STATE
163E-0-06-116.000	STATE
163E-0-06-117.000	STATE
163E-0-06-233.000	STATE
163E-0-06-236.000	STATE
163E-0-06-237.000	STATE
163E-0-06-239.000	STATE
163E-0-06-246.001	STATE
163E-0-06-251.001	STATE
163E-0-06-252.001	STATE
163E-0-06-253.000	STATE
171H-0-01-145.000	STATE
171H-0-01-149.000	STATE
171H-0-01-151.000	STATE
171H-0-01-155.000	STATE
171H-0-01-156.000	STATE
171H-0-01-161.000	STATE
171H-0-01-223.000	STATE
171H-0-01-226.000	STATE
171H-0-01-227.000	STATE
171H-0-01-228.000	STATE
171J-0-12-266.000	STATE
171J-0-12-270.000	STATE
171J-0-12-273.000	STATE
171J-0-12-476.000	STATE

Attachment: List of State Owned parcels to be transferred to Hancock County (10978 : Approve State Owned Property)

LRSFID	LRNAME
171J-0-12-479.000	STATE
171J-0-12-480.000	STATE
171J-0-12-483.000	STATE
171J-0-12-484.000	STATE
171J-0-12-488.000	STATE
171J-0-12-489.000	STATE

Attachment: List of State Owned parcels to be transferred to Hancock County (10978 : Approve State Owned Property)

Attachment: State Owned Parcels MAP (10978 : Approve State Owned Property)

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

06/23/2022

Honorable Michael Watson
Mississippi Secretary of State
P.O. Box 136
Jackson, MS. 39205

Honorable Michael Watson,

It is the desire of the Hancock County Board of Supervisors to have the Mississippi Secretary of State transfer the attached tax parcels owned by the State of Mississippi to Hancock County to assist in a drainage project. Thank you for your consideration in this matter. If you need any further information from my office, please don't hesitate to contact me.

Sincerely,

Jimmie Ladner, Jr. RA - 689
Hancock County Assessor / Collector
Acting County Administrator
taxjladner@co.hancock.ms.us
(228) 467-4425

Attachment: Letter to SOS to transfer State owned parcels to County (10978 : Approve State Owned Property)

Hancock County MS

Board of Supervisors

Agenda Item (ID # 10978)

DATE: June 20, 2022

TO: Tax Assessor Department

FROM: Jimmie Ladner

ADDL. DEPT:

ISSUE: Motion to approve the Resolution for the Mississippi Secretary of State to transfer the attached parcels owned by the State to Hancock County to assist with the drainage project in Bayside Park.

RESULT: APPROVED [UNANIMOUS]

MOVER: Theresa Ryan, District 1

SECONDER: Scotty Adam, District 4

AYES: Ryan, Shaw, Koenenn, Adam, Ladner

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: Letter to SOS to transfer State owned parcels to County (10978 : Approve State Owned Property)

State Owned Properties

LRSTID	LRNAME
163E-0-06-094.000	STATE
163E-0-06-096.000	STATE
163E-0-06-099.000	STATE
163E-0-06-100.000	STATE
163E-0-06-102.000	STATE
163E-0-06-103.000	STATE
163E-0-06-105.000	STATE
163E-0-06-108.000	STATE
163E-0-06-109.000	STATE
163E-0-06-116.000	STATE
163E-0-06-117.000	STATE
163E-0-06-233.000	STATE
163E-0-06-236.000	STATE
163E-0-06-237.000	STATE
163E-0-06-239.000	STATE
163E-0-06-246.001	STATE
163E-0-06-251.001	STATE
163E-0-06-252.001	STATE
163E-0-06-253.000	STATE
171H-0-01-145.000	STATE
171H-0-01-149.000	STATE
171H-0-01-151.000	STATE
171H-0-01-155.000	STATE
171H-0-01-156.000	STATE
171H-0-01-161.000	STATE
171H-0-01-223.000	STATE
171H-0-01-226.000	STATE
171H-0-01-227.000	STATE
171H-0-01-228.000	STATE
171J-0-12-266.000	STATE
171J-0-12-270.000	STATE
171J-0-12-273.000	STATE
171J-0-12-476.000	STATE

Attachment: Letter to SOS to transfer State owned parcels to County (10978 : Approve State Owned Property)

LRSID	LRNAME
171J-0-12-479.000	STATE
171J-0-12-480.000	STATE
171J-0-12-483.000	STATE
171J-0-12-484.000	STATE
171J-0-12-488.000	STATE
171J-0-12-489.000	STATE

Attachment: Letter to SOS to transfer State owned parcels to County (10978 : Approve State Owned Property)

Attachment: Letter to SOS to transfer State owned parcels to County (10978 : Approve State Owned Property)

Data Systems Management, Inc.

Glen Davis
President

Alan Smith
Vice President

June 3, 2022

Jimmie Ladner
Hancock County Administrator
854 Hwy 90, Ste. C
Bay St. Louis, MS 39520

RE: Software Support Agreement

Dear Jimmie:

First of all, allow me to thank you for being such a loyal and consistent customer to Data Systems over the years. Your satisfaction is very important to us, and we hope we have been successful in providing you with excellent customer service and products.

DSM continues to modernize and enhance our applications with graphical replacements. Payroll, Time and Attendance, and Justice Court applications have been completely upgraded to browser based graphical applications. We are now shifting our focus to our Tax applications and plan to begin rolling out graphical versions during 2023. We are also proud to announce that we have a total cloud solution for customers wanting to discontinue on premise equipment. Please ask us for a short demo of our new products at one of the many conferences we attend or just call and ask for an online demo. Cloud quotes are now available.

Enclosed is the Monthly CDMS Software Support Agreement for Hancock County - E911. The applicable software for each office is listed on the Schedule A. This Agreement will go into effect on October 1, 2022, and will remain in effect until September 30, 2023. If you would like to place the items listed under support, please complete the Acceptance Section below and the Acknowledgment Section on the Agreement and mail or fax a completed copy of this letter and the Agreement to DSM. Please note that we have added the "total monthly charges", to include additional software/services, for budgeting purposes for your convenience to your Schedule A.

Customers under support will receive priority response and scheduling. Customers not under support will be provided assistance on a fee basis according to the attached Fee Schedule.

If you have any questions, please feel free to call the DSM support team at (662) 329-1222.

Sincerely,

Glen Davis

Glen Davis
President

GD:aw
enc

ACCEPTANCE SECTION

I would like to place the listed software (see Schedule A) under monthly support with Data Systems Management, Inc., for the price outlined in the Monthly CDMS Software Support Agreement.

Name: _____ Phone: _____

Purchase Order # (if needed): _____ Date: _____

P.O. Box 1348, Columbus, MS 39703 * (662) 329-1222
1505 Business Park Drive, Clinton, MS 39056 * (601) 925-6257
Columbus Fax (662) 329-1468 * Clinton Fax (601) 925-2223

IBM Business Partner

Attachment: DataSystemsManagement.CDMSSoftwareSupportAgreement.E911 - signed (10981 : Approve contract for Data Systems

Schedule A

HANCOCK COUNTY – E911
MONTHLY SUPPORT FEE
October 1, 2022 - September 30, 2023

E911	**$ 56.00**
E911 Document Imaging Application	**$ 24.00**
TOTAL MONTHLY SUPPORT	**$ 80.00**

Attachment: DataSystemsManagement.CDMSSoftwareSupportAgreement.E911 - signed (10981 : Approve contract for Data Systems

CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT

FOR: Hancock County - E911

The following agreement pertains to the installed CDMS Software as identified by Hancock County - E911 on the attached Schedule A. This agreement is effective October 1, 2022 – September 30, 2023. The payment is due at the first of each month. The following items and their related charges are covered by this agreement:

1. All programming to DSM installed software, as a result of Normal State Agency Mandated Changes, governed by law and with which the local government has to comply, will be completed at no charge. Installation will be charged at $125.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
2. Prescribed changes, recommended by the State, but not mandated, are not covered by the software support agreement and will be provided on a fee basis determined by DSM, Inc.
3. Software enhancements and/or upgrades that we offer to the existing software will be at no charge. Installation will be charged at $125.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
4. A discount on group training classes will be offered. Contact DSM for pricing.
5. Marketing consultation in the areas of purchasing hardware and non-CDMS software will be provided at no charge. Assistance with hardware problems will be provided on a fee basis as set forth in the attached Data System's Management, Inc. Fee Schedule Addendum "A".
6. On an "as needed" basis, DSM will perform disk maintenance and file storage "clean up" to maximize available space at no charge.
7. CDMS application software program integrity is the responsibility of DSM. Errors which are a result of a DSM application software program malfunction will be corrected in order for the software to operate as it was designed at no charge.
8. Data file integrity is the responsibility of the client. Errors which result in incorrect data will be corrected by the client; if corrected by DSM, the client will be billed per the attached fee schedule.
9. An off-site copy of client's software & client selected data files can be kept in our office (non-vault condition) as an option to you. Clients can provide a monthly backup to DSM if you so choose. Routine backup procedures must be monitored by the client in order to help maintain system integrity.
10. Requested services not covered under this agreement will be billed per the attached fee schedule.
11. Data Systems Management shall have the right from time to time during reasonable business hours to enter upon any premises where any of the Programs may be located, for the purpose of confirming the existence, condition, and the proper maintenance of the Programs. The foregoing rights of entry are subject to any applicable governmental security laws, regulations, and rules.

Attachment: DataSystemsManagement.CDMSSoftwareSupportAgreement.E911 - signed (10981 : Approve contract for Data Systems

CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT
FOR: Hancock County - E911

Continued

12. If client defaults on payment of this support agreement, DSM reserves the right to use the attached fee schedule of prices listed under "without support" to any services provided beyond the default date.
13. The client has the right to cancel at any time with the stipulation that any further services will be billed according to the attached fee schedule of prices listed under "without support".

ACKNOWLEDGMENT SECTION

I choose the following item:

_____ Software Support - P.O. # _____ or Minute Book / Date / Page _____

_____ No Software Support - I understand that without a software support agreement our agency will be billed according to the attached fee schedule for software services and that our current support, if any, will be terminated on October 1, 2022 .

Signed: Scott, Adam Date: 6/20/2022

Title: Board President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: DataSystemsManagement.CDMSSoftwareSupportAgreement.E911 - signed (10981 : Approve contract for Data Systems

DATA SYSTEMS MANAGEMENT, INC.
FEE SCHEDULE
October 1, 2022 - September 30, 2023

Addendum A

Prices with Signed Software Support Agreement

1.	Custom Programming	$ 125.00 **
2.	Data Correction	$ 125.00
3.	Hardware Assistance	$ 125.00
4.	Training	$ 125.00
5.	Travel Time	$ 40.00

Prices without Signed Software Support Agreement

1.	Custom Programming	$ 180.00 **
2.	Data Correction	$ 180.00
3.	Hardware Assistance	$ 180.00
4.	Training	$ 180.00
5.	Travel Time	$ 75.00
6.	Storage for Monthly Backup	$ 20.00/month

** All programming services are a minimum of two hours.

Note: All travel will be charged an out of pocket expense fee for mileage of .59 per mile.

Attachment: DataSystemsManagement.CDMSSoftwareSupportAgreement.E911 - signed (10981 : Approve contract for Data Systems

PUBLIC HEARING NOTICE

HANCOCK COUNTY, MISSISSIPPI

The Hancock County Board of Supervisors is considering apply to the Mississippi Development Authority ("MDA") for Katr Supplemental Community Development Block Grants of up $4,688,825 for Community Revitalization Projects within County. The State of Mississippi has been allocated Hurrica Katrina Supplemental Community Development Block Grant fu that will be made available to cities and counties on a competit basis to undertake eligible activities. These funds must be used one of the following purposes:

1. to benefit low- to moderate-income persons;

2. to aid in the prevention or elimination of slums or blight; or

3. to meet other community development needs having a particu urgency because existing conditions pose a serious and immedi threat to the health or welfare of the community where other fin cial resources are not available to meet such needs.

More specific details regarding the proposed projects, progr requirements, and the rating system will be provided at a pul hearing which will be held at the Board of Supervisors Meeti Room, 854 Highway 90, Bay St. Louis, Mississippi 39520 on June 2022 at 11:00 a.m. The purpose of this hearing will be to obt citizen input into the development of the application. Written co ments should be sent to the Hancock County Board of Supervis Office, Attention: April Shiyou, 854 Highway 90, Bay St. Lou Mississippi 39520 no later than July 8, 2022 to be included in the application to MDA.

Attachment: HCPHC Board of Supervisors 3x7 (11005 : Spread Public Hearing

Jack Ferrill's Heavy Equipment
4222 Ingall's Ave.Pascagoula, Ms. 39581
228-216-7176
Email : lferrill@ymail.com

J.F.H.E.

INFORMATION LETTER :

Job Title: Leetown Rd. Drainage Project @ Hwy 43	RFI #: 0143
	Date of Issue: 4/18/2022

Issued To: Christoper k. Noble

Company : Hargove Enigeering LLC

Contract Ref: Leetown Rd. at Hwy. 43 Drainage Project

SUBJECT: Project Documents

Dear Mr. C.K.Noble

Here are the Project Documents that is need to get this project started. I think this paperwork is what you need ,if not please let me know and I will get them for you.

Issued By: Justin Ferrill

Role: Owner

Date: 4/18/2022

Signed: .....

Check List	Things Enclosed With This Letter :
X	Contract Documents
X	Submittals
X	Bonds & Ins.
X	Work Timeline Sheet

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

J.F.H.E.

Jack Ferrills Heavy Equipment
4222 Ingalls Ave.Pascagoula,Ms. 39581
228-216-7176 or Fax: 228-205-1054
Email: lferrill@ymail.com

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

Cover Sheet : Leetown Rd. at Hwy.43 Drainage Project

1.) Contract Document :

Technical Specifications

and

Contract Documents

for

LEETOWN ROAD
AT
US HIGHWAY 43 DRAINAGE PROJECT

JANUARY 25, 2022

MISSISSIPPI'S HANCOCK COUNTY

01/26/2022

Prepared For:

Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

Prepared By:

Hargrove Engineers + Constructors
4150 S. Sherwood Forest Blvd, Ste. 210
Baton Rouge, LA 70816

hargrove

#5

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

SECTION 00520

CONTRACT

This agreement is by and between HANCOCK COUNTY BOARD OF SUPERVISORS (Owner) and Jack Ferrill's Heavy Equipment (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: regrading and sloping roadway ditches to have adequate slope, replacing culverts under roads and driveways, and in ancillary work pertaining to the previously described work.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: improving the drainage at the Leetown Road and U.S. Highway 43 intersection in Hancock County, Mississippi.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Christopher K. Nobles, P.E., Hargrove Engineers & Constructors who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Christopher K. Nobles, P.E., Hargrove Engineers & Constructors in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The work herein described shall be completed within 90 consecutive calendar days for the project after the date of the Contract Time commences. This date is proposed from the date when the Contract Time commences to run following the issuing of a Notice to Proceed order.

4.02 Liquidated Damages – Liquidated damages shall be assessed at the rate of $ 360 per day for failure to complete the work within the contract time, without limitation of any other right Owner to recover any other damage, fee, or loss.

ARTICLE 5 - CONTRACT PRICE

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

Base Bid: #125'249.80

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment in accordance with Article 14 of the General Conditions during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Each month progress payments will be made in the amounts indicated in the bid. All items in the bid's schedule of values will be subject to payments being retained or withheld in the event items are not completed or performed as per the contract each month.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate specified by Mississippi State Law.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

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

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

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

2. Performance bond.

3. Payment bond.

4. Other bonds (pages X to X, inclusive).

   a. _____ (pages ___ to ____, inclusive).

   b. _____ (pages ___ to ____, inclusive).

5. General Conditions (pages 0 to 43, inclusive).

6. Supplementary Conditions (pages 1 to 11, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. The Drawings listed on the sheet index included in or with the Project Manual.

9. Addenda (numbers X to X, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages X to X, inclusive).

    b. Documentation submitted by Contractor prior to Notice of Award (pages X to X, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed (pages X to X, inclusive).

    b. Work Change Directives.

    c. Change Order(s).

12. Certification Regarding Debarment, Suspension, Non-Collusion and Other Responsibility Matters as required by the Project Manager (page 1 only)

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

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

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

9.02 The following provisions are included in the contract as required by federal regulations, as well as any other rule or regulation required by American Recovery Act 2021 regulations, and Contractor shall comply with all related to the work hereunder:

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

(1) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(3) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

(4) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(5) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(6) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(7) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(8) Contractor shall maintain all documents and records concerning the contract and work for a period of three (3) years following the submission of the final expenditure report for the grant, and shall cooperate with the County in providing all documents related to any and all reporting required of the County concerning the grant requirements.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

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

This Agreement will be effective on 3/29 (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR:
Hancock County Board of Supervisors	Jack Ferrills Heavy Equipment
By: Scotty Adam	By: Justin Ferrill
Title: Board President	Title: Owner
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest: Valerie Sitts	Attest:
Title: Deputy Clerk	Title:
Address for giving notices:	Address for giving notices:
4222 Ingalls Ave Pascagoula, Ms. 39581	
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)	License No.: 19884-MC (Where applicable) Agent for service or process:
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

J.F.H.E.

Jack Ferrills Heavy Equipment
4222 Ingalls Ave.Pascagoula,Ms. 39581
228-216-7176 or Fax: 228-205-1054
Email: lferrill@ymail.com

Cover Sheet : Leetown Rd. at Hwy.43 Drainage Project

4.) Insurance Document :

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Jack Ferrill
Jack Ferrills Heavy Equipment
4222 Ingalls Ave
Pascagoula, MS 39581

COVERAGES **CERTIFICATE NUMBER:** 4207582 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXTVM9MGKF-00-GL	08/31/2021	08/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Errors and Omissions	X		NXTVM9MGKF-00-GL	08/31/2021	08/31/2022	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Hancock County Board of Supervisors. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
Hancock County Board of Supervisors
854 Highway 90
Bay St Louis, MS 39520

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER BENEFIT SOLUTIONS GROUP P.O. BOX 426 Picayune, MS 39466 License #:	CONTACT NAME: Maddie Cousins PHONE (A/C, No, Ext): (601)749-9009 FAX (A/C, No): (601)749-9028 E-MAIL ADDRESS: maddiecousins@bsginsurance.net
INSURED JACK FERRILL'S HEAVY EQUIPMENT 4222 Ingals Ave Pascagoula, MS 39581	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Progressive INSURER B: Liberty Mutual Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			03964176-5	10/30/2021	10/30/2022	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5-39S-385495-022	1/16/2022	1/16/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Grading of Land, Excavation

Leetown Rd/ Hwy 43 Drainage project

CERTIFICATE HOLDER

Hancock County Board Of Supervisors
854 Hwy 90
Bay Saint Louis, MS 39520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Connie C Hart

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Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

BENEFIT SOLUTIONS
PO BOX 426
PICAYUNE, MS 39466
1-601-749-9009

PROGRESSIVE COMMERCIAL

Policy number: 03964176-5
Underwritten by:
PROGRESSIVE GULF INSURANCE COMPANY
April 6, 2022

Certificate of Insurance

Certificate Holder

HANCOCK COUNTY BOARD OF SUPERVISORS
LEE TOWN RD/ HWY 43 DRAINAGE
854 HWY 90
BAY SAINT LOUIS, MS 39520

Insured

JACK FERRILL SR
JACK FERRILL'S HEAVY EQUI
4222 INGALLS AVE
PASCAGOULA, MS 39581

Agent/Surplus Lines Broker

BENEFIT SOLUTIONS
PO BOX 426
PICAYUNE, MS 39466

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Oct 30, 2021 Policy Expiration Date: Oct 30, 2022

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	$2,000,000 COMBINED SINGLE LIMIT
UNINSURED/UNDERINSURED MOTORIST	$2,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST PROPERTY DAMAGE	$2,000,000 W/$200 DED
ANY AUTO BODILY INJURY/PROPERTY DAMAGE	$2,000,000 COMBINED SINGLE LIMIT

Description of Location/Vehicles/Special Items

Scheduled autos only

2009 CHEVROLET SILVERADO C3500 1GCJK93629F126048	
COMPREHENSIVE	$2,500 DED
COLLISION	$2,500 DED
2006 FRHT ST2 1FUJBBCK06LW84930	

Continued

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

Policy number: 03964176-5

Certificate number

09622NET176

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

Form 5241 (10/02)

Attachment: Leetown Road Drainage Project fully executed contract with Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

NOTICE TO PROCEED

To: Jack Ferrill's Heavy Construction
4222 Ingall's Ave
Pascagoula, MS 39581

Date: April 6, 2022
Project: Leetown Road @ Hwy 43 Drainage Project

You are notified that the Contract Times under the above Contract will commence to run on **April 18, 2022.** On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is **90** calendar days, and the number of days to achieve readiness for final payment is 30 calendar days. The substantial completion date is **July 17, 2022**.

Paragraph 4.02 of Section 00520, Contract, provides for an assessment of liquidated damages for each consecutive calendar day after the date for Substantial Completion and Final Completion as calculated in the Contract Documents that the work remains incomplete

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Hargrove and Associates, Inc.

Christopher K. Nobles

By: Christopher K. Nobles, P.E.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by **Jack Ferrill's Heavy Construction** this the 08 day of April, 2022.

By: _____
(Signature)

Justin Ferrill
(Print Name)

Title: Owner

Attachment: Leetown Road Drainage Project fully executed Notice to Proceed to Jack Ferrill's Heavy Equipment (10952 : Spread fully executed

Hancock County
Monthly Response Time Report

May 2022	Number of Emergency Calls*	Response Time Compliance %	Avg. Response Time
Bay St Louis	122	80%	11:58
Waveland	77	89%	09:55
Diamondhead	103	79%	12:44
Hancock County Rural	239	70%	17:12
Total Emergency Calls*	541		

Emergency calls are defined as all Priority 1 calls, which are emergency life-threatening calls. These are the emergency calls AMR is responsible to report as regulated by the county contract.

The average response time for all Priority 1(emergency life-threatening calls) listed above ***without claiming any exceptions is 14:07***

List of exceptions in accordance with the current agreement:

Road Construction / Traffic	8
Incorrect address	2
Scene Not Secure	6
Multiple Emergency Calls / Saturation	34
Multiple Unit Response	3
Severe Weather	5
Train / Drawbridge	0
No Patient Found	21
Patient Refused	24
Total	**103**

Respectfully,

Billy Shipp EMS Chief
AMR MS Gulf Coast

**Priority Levels for Calls including emergency and non-emergency.
P1- Emergency Life-threatening
P2- Emergency Non-Life threatening
P3- Non-Emergency, Non-scheduled
P4- Non-Emergency, Scheduled

Attachment: May 2022 Hancock County All Zones Report (10953 : Spread AMR's Monthly Response Time Report for May 2022)