

**MINUTES OF THE BOARD OF SUPERVISORS
OF MADISON COUNTY, MISSISSIPPI**

REGULAR MEETING OF OCTOBER 20, 2014
Recessed from regular meeting conducted on October 6, 2014

BE IT REMEMBERED that the regular Meeting of the Board of Supervisors of Madison County, Mississippi was duly convened, held and conducted at 4:30 pm on October 20, 2014, in the Board Room on the first floor of the Chancery/Administrative Building, 125 West North Street, Canton, Mississippi, as follows, to-wit:

The President of the Board, Mr. Karl M. Banks, presided and called the meeting to order. The following members were present that day:

Present:

Supervisor John Bell Crosby
Supervisor John Howland
Supervisor Gerald Steen
Supervisor Karl M. Banks
Supervisor Paul Griffin
Chancery Clerk Ronny Lott
Sheriff Randall Tucker

Absent:

Also in attendance:

County Administrator Mark Houston
County Comptroller Shelton Vance
Board Attorney Mike Espy
Board Secretary/Chief Deputy Chancery Clerk Cynthia Parker
County Purchase Clerk Hardy Crunk
Zoning Administrator Scott Weeks
Emergency Management Director Butch Hammack
County Fire Coordinator Mack Pigg
Human Resource Director Loretta Phillips
Election Commissioner Pat Truesdale

The Board President announced that the members of the Board present constituted a quorum and declared the meeting duly convened. Supervisor Gerald Steen opened the meeting with a prayer and Mr. Will Sligh led the members and the audience in the Pledge of Allegiance to the Flag of the United States of America.

In re: Consideration to Annex South Madison County Fire Protection District to Include Lands to Match the South Madison County Fire District

Thereafter, Supervisor Paul Griffin offered to close the public hearing and adopt the following Resolution, to-wit:

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
MADISON COUNTY, MISSISSIPPI, ANNEXING ADDITIONAL LANDS
INTO THE SOUTH MADISON COUNTY FIRE PROTECTION DISTRICT**

WHEREAS, a petition was previous filed with the Board of Supervisors of Madison County for the annexation of additional lands into the fire district known as the "South Madison County Fire Protection District" in Madison County, Mississippi, for the purpose of expanding fire protection into the rural areas within the proposed expanded boundaries of such district; and,

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WHEREAS, the petition was signed by not less than twenty-five owners of real property residing within the boundaries of the proposed additional districts and included (1) a statement of the necessity for the service of services to be supplied by the district, (2) the proposed corporate name for the district, and (3) the proposed boundaries of the district to encompass the new areas, all in accordance with statute; and,

WHEREAS, such petition was signed in person by the petitioners, with their respective residence addresses, and was accompanied by a sworn statement of the persons or persons circulating the petition, who stated under oath that he or they witnessed the signature of each petitioner, that each signature is the signature of the person it purports to be and that to the best of his or their knowledge, each petitioner was, at the time of signing, an owner of real property within and a resident of the proposed district; and,

WHEREAS, a true and correct copy of said Petition may be found in the Miscellaneous Appendix to these Minutes, and,

WHEREAS, in its meeting of August 18, 2014, the Board of Supervisors, upon the filing of the request by those Petitioners within the South Madison County Fire Protection District, did set Monday, October 20, 2014, at 4:30 o'clock P.M., in the Board of Supervisors Room in the Chancery/Administrative Building at Canton, Mississippi, as the time, date and place for a public hearing upon the question of the public convenience and necessity of the creation of said district; and,

WHEREAS, a public notice signed by the Clerk of the time, date and place of the public hearing was published in the Madison County Herald, a newspaper within the meaning of the statute, having a general circulation within such proposed district once a week for at least three consecutive weeks prior to the date of the hearing, and the first of such publications was made not less than twenty-one days prior to the date of such hearing and the last such publication was made not more than fourteen days prior to the date of such hearing, and such notice contained the date of such hearing, the place at which it shall be held, and the purpose of the hearing, and,

WHEREAS, a true and correct copy of the proof of publication of said notice is attached hereto as Exhibit A, spread hereupon and incorporated herein by reference; and,

WHEREAS, the proposed annexation will expand the boundaries of the South Madison County Fire Protection District so as to include all lands described in that certain Petition of Annexation and attached hereto as Exhibit 1, to this Resolution may be found in the Miscellaneous Appendix to these Minutes,

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

1. That the Fire Protection District within Madison County, Mississippi known as the South Madison County Fire Protection District shall be and it is hereby expanded so as to encompass all those lands set forth in that certain legal description, a true and correct copy of which is attached hereto as Exhibit 1, spread hereupon and incorporated herein by reference, to wit:

Area 1

Beginning at a point on the South right-of-way of Mississippi State Highway No. 22 where said right-of-way intersects the Western right-of-way boundary of McMillon Road near the Section line between Sections 2 and 3 of Township 8 North, Range 1 East, Madison County, Mississippi, said point lying on the present boundary of the South Madison County Fire Protection District; thence following along said District boundary run Southerly along the Western right-of-way boundary of McMillon Road to its intersection with the Southern right-of-way boundary of Stribling Road; thence continuing along said District boundary run Easterly along the Southern right-of-way boundary of said Stribling Road to its intersection with the West right-of-way of

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Deweese Road; thence continuing along said District boundary run Southerly along the West right-of-way of Deweese Road to its intersection with the North line of the South ½ of Section 23, Township 8 North, Range 1 East; thence continuing along said District boundary run Westerly along the North line of the South ½ of said Section 23 to its intersection with the West line of said Section 23; thence continuing along said District boundary run Southerly along the West line of said Section 23 to its intersection with the South right-of-way line of Gluckstadt Road; thence leaving the present boundary of said District run Westerly along the South right-of-way line of Gluckstadt Road to its intersection with the Western right-of-way line of Mannsdale Road (AKA Highway 463); thence run Northwesterly along the Western right-of-way line of said Mannsdale Road to its intersection with a line in common to the West line Sections 9 and 16, Township 8 North, Range 1 East; thence run Northerly along said line common to the west line of said Sections 9 and 16 to its intersection with the South right-of-way of Mississippi State Highway No. 22; thence run Northeasterly along the South right-of-way of Mississippi State Highway No. 22 to its intersection with the Western right-of-way boundary of McMillon Road and the point of beginning; less and except tax parcel numbers 081B-10-002/00.00 and 081E-15-003/02.00 assessed to University of Mississippi Medical Center.

Area 2

Beginning at the Northeast corner of Section 19, Township 8 North, Range 3 East Madison County, Mississippi, said point lying on the present boundary of the South Madison County Fire Protection District; thence leaving the present boundary of said District run Easterly along the North line of Sections 20 and 21, Township 8 North, Range 3 East to the Northeast corner of the West ½ of the West ½ of said Section 21; thence run Southerly along the East line of the West ½ of the West ½ of said Section 21 to the Southeast corner of the West ½ of the West ½ of said Section 21; thence run Southerly along the East line of the West ½ of the West ½ of Section 28, Township 8 North, Range 3 East to the South right-of-way boundary of Twelve Oaks Trace; thence run Southwesterly along the South right-of-way boundary of Twelve Oaks Trace to its intersection with the West line of the East ½ of the East ½ of Section 31 Township 8 North, Range 3 East, said point lying on the present boundary of the South Madison County Fire Protection District; thence following along the boundary of said District run Northerly along the West line of the East ½ of the East ½ of Section 31 and Section 30, Township 8 North, Range 3 East to the South line of the North ½ of said Section 30; thence continuing along said District boundary run East along the South line of the North ½ of said Section 30 to the East line of said Section 30; thence continuing along said District boundary run North along the East line of said Section 30 to the Southeast corner of Section 19, Township 8 North, Range 3 East; thence continuing along said District boundary run Northerly along the East line of said Section 19 to the Northeast corner of said Section 19 and the point of beginning.

Entire Area

Beginning at a point on the South right-of-way of Mississippi State Highway No. 22 where said right-of-way intersects the Western right-of-way boundary of McMillon Road near the Section line between Sections 2 and 3 of Township 8 North, Range 1 East, Madison County, Mississippi; thence run in an Easterly direction along the South right-of-way of Mississippi State Highway No. 22 to a point on the Eastern boundary of Section 32, Township 9 North, Range 2 East, Madison County, Mississippi; thence run Southerly along the East line of said Section 32 to the Southeast corner of said Section 32; thence continue running in a Southerly direction along the West boundary of Section 4, Township 8 North, Range 2 East, Madison County, Mississippi to a point on the Northern boundary of the South ½ of the South ½ of said Section 4; thence run in an Easterly direction along said North boundary of the South ½ of the South ½ of said Section 4, and continue Easterly along the North boundary of the South ½ of the South ½ of Sections 3 and 2, Township 8 North, Range 2 East, to a point on the Western right-of-way boundary for U.S. Highway 51; thence run in a Southerly direction along the Western right-of-way boundary for U.S. Highway 51 to a point on the Northern boundary of Section 14, Township 8 North, Range 2 East, Madison County, Mississippi; thence run Easterly along the North boundary of Sections 14 and 13, Township 8 North, Range 2 East, and continue Easterly along the North boundary of

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Section 18, Township 8 North, Range 3 East to the Northeast corner of the West ½ of said Section 18; thence run Southerly along the East line of the West ½ of said Section 18 to the Northwest corner of the East ½ of Section 19, Township 8 North, Range 3 East; thence run East along the North line of said Section 19 to Northeast corner of said Section 19; thence run Easterly along the North line of Sections 20 and 21, Township 8 North, Range 3 East to the Northeast corner of the West ½ of the West ½ of said Section 21; thence run Southerly along the East line of the West ½ of the West ½ of said Section 21 to the Southeast corner of the West ½ of the West ½ of said Section 21; thence run Southerly along the East line of the West ½ of the West ½ of Section 28, Township 8 North, Range 3 East to the South right-of-way boundary of Twelve Oaks Trace; thence run Southwesterly along the South right-of-way boundary of Twelve Oaks Trace to its intersection with the West line of the East ½ of the East ½ of Section 31, Township 8 North, Range 3 East; thence run Southerly along the West line of the East ½ of the East ½ of said Section 31 to the South line of said Section 31; thence run West along the South boundary of said Section 31 to the Northeast corner of the West ½ of Section 6, Township 7 North, Range 3 East; thence run South along the East line of the West ½ of said Section 6 to its intersection with the South line of the North ½ of the North ½ of the North ½ of said Section 6; thence run Westerly along the South line of the North ½ of the North ½ of the North ½ of said Section 6 and continue Westerly along the South line of the North ½ of the North ½ of Sections 1 and 2, Township 7 North, Range 2 East to its intersection with the West line of Section 2, Township 7 North, Range 2 East; thence run North to the Northeast corner of Section 3, Township 7 North, Range 2 East; thence run West along the North line of said Section 3 to the Southeast corner of the West ½ of the West ½ of Section 34, Township 8 North, Range 2 East; thence run North along the East line of the West ½ of the West ½ of said Section 34 to its intersection with the South line of the North ½ of said Section 34; thence run West along the South line of the North ½ of Sections 34, 33, 32, and 31, Township 8 North, Range 2 East, and continue West along the South line of the North ½ of Section 36, Township 8 North, Range 1 East, to the Southwest corner of the Northeast ¼ of said Section 36; thence run North along the West line of the Northeast ¼ of said Section 36 to the Southwest corner of the Southeast ¼ of Section 25, Township 8 North, Range 1 East; thence run in a Westerly direction along the Southern boundary of Section 25 to the Southwest corner of said Section 25; thence run in a Northerly direction along the Western boundary of Sections 25 and 24 to the South right-of-way line of Gluckstadt Road; thence run Westerly along South right-of-way line of Gluckstadt Road to its intersection with the Western right-of-way line of Mannsdale Road; thence run Northwesterly along the Western right-of-way line of Mannsdale Road to its intersection with the a line in common to the West line of Sections 9 and 16, Township 8 North, Range 1 East; thence run Northerly along said line common to the West line of said Sections 9 and 16 to its intersection with the South right-of-way of Mississippi State Highway No. 22; thence run Northeasterly along the South right-of-way of Mississippi State Highway No. 22 to its intersection with the Western right-of-way boundary of McMillion Road and the point of beginning; less and except tax parcel numbers 081B-10-002/00.00 and 081E-15-003/02.00 assessed to University of Mississippi Medical Center.

2. That the South Madison County Fire Protection District, as hereby expanded, shall continue to be a valid body politic and corporate of the State of Mississippi under its corporate name of the "South Madison County Fire Protection District." The powers of such district shall be vested in and exercised by the Madison County Board of Supervisors.

3. That the Madison County Board of Supervisors levy a special tax of four (4) mills annually on all the taxable property located within the area annexed to the South Madison County Fire Protection District, the avails of which shall be paid over to the Board of Commissioners of the District to be used for operation, support and maintenance of the fire protection district.

4. That if any provision of this Resolution shall be held to be invalid by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby. The motion for the adoption of the Resolution was seconded by Supervisor Gerald Steen and after discussion, the Resolution was read and considered section by section and as a whole, and a vote

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was taken thereon, section by section, and as a whole, with the following results:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and the motion having therefore received the affirmative vote of the majority of the members present, the President of the Board of Supervisors of Madison County, Mississippi, declared the public hearing closed and the motion carried and the above and foregoing Resolution adopted this the 20th day of October, 2014.

SO ORDERED, this the 20th day of October, 2014.

In re: Approval of Consent Agenda Items

WHEREAS, Board President Karl M. Banks announced certain matters denominated “Consent Items” which bear Item numbers (2) through (24) on the Agenda and that the same appeared to be routine, non-controversial matters on which all Supervisors were likely to agree, and

WHEREAS, the Board President did explain that any Supervisor could, in advance of the call of the question, request that any item be removed from the Consent Agenda, and

Therefore, Mr. Paul Griffin did offer and Mr. John Bell Crosby did second a motion to take the following actions on the Consent Agenda:

2. **Acknowledge and Approve Personnel Matters - Tax Collector, Road Department, and Veterans Service.**
(True and correct copies of those certain memoranda setting forth certain changes and/or additions in personnel are attached hereto as Collective Exhibit B, spread hereupon and incorporated herein by reference.)
3. **Acknowledge Mississippi Department of Transportation Correspondence.**
(A true and correct copy of that certain correspondence dated September 24, 2014 from Commissioner Dick Hall related to funding assistance with the Stribling Road Intersection Improvement project is attached hereto as Exhibit C, spread hereupon and incorporated herein by reference.)
4. **Approve Engagement Letter - BFMW Group, LLC.**
(A true and correct copy of which is attached hereto as Exhibit D, spread hereupon and incorporated herein by reference, for preparation of financial statements.)
5. **Approve Payment to City of Madison per Interlocal Agreement.**
(A true and correct copy of that certain request for payment for road repair work to Sundown Road, Sundial Road, Fieldcrest Drive and Fieldcrest Place is attached hereto as Exhibit E, spread hereupon and incorporated herein by reference.)
6. **Approve Notices to Renew 16th Section Leases Residential Lease Contracts.**
(True and correct copies of which may be found in the Miscellaneous Appendix to these Minutes.)
7. **Acknowledge Tax Sale Redemption Settlement Report - September 2014.**
(A true and correct copy of which is attached hereto as Exhibit F, spread hereupon and incorporated herein by reference from Chancery Clerk Cynthia Parker.)

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8. **Acknowledge Legal Holiday - Tuesday, November 11, 2014 - Armistice (Veterans') Day. All county offices and courthouses are authorized to close on said date.**
9. **Authorize LeeAnn Sanders as Receiving Clerk - Sheriff's Department.**
- 10-11. **Approve Final Amended Budget FYE September 30, 2014.**
(A true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes.)
12. **Acknowledge the Clerk of the Board Report.**
(A true and correct copy of said Report may be found in the Miscellaneous Appendix to these Minutes.)
13. **Authorize Purchase of Two Trucks on State Contract - Road Department.**
(A true and correct copy of that certain memorandum dated October 15, 2014 from Purchase Clerk Hardy Crunk requesting permission to purchase two (2) 2015 Dodge 3500 Crew Cab trucks on state contract is attached hereto as Exhibit G, spread hereupon and incorporated herein by reference.)
14. **Approve Utility Permits.**
(The utility permits submitted by AT&T and Bear Creek Water Association, Inc. allowing use and occupancy for the construction or adjustment of a utility within certain roads or highway rights of way were and are hereby approved, and the application for the same is attached hereto as Collective Exhibit H, spread hereupon, and incorporated herein by reference.)
15. **Approve Zoning Matter - Site Plan/Allied Auto Body, Inc. - Existing Building.**
(A true and correct copy of said site plan may be found in the Miscellaneous Appendix to these Minutes.)
16. **Approve Order for Payment of Certain Fees & Expenses - Chancery Clerk's Office.**
(A true and correct copy of which is attached hereto as Exhibit I, spread hereupon and incorporated herein by reference.)
17. **Approve Petition for Increase of Assessment of Real Property for 2014 Tax Year Accepted by Taxpayer - New Beginning Missionary Baptist Church.**
(A true and correct copy of said Petition and its spreadsheet attachments are attached hereto as Collective Exhibit J, spread hereupon and incorporated herein by reference.)
18. **Approve Advertising of Madison County Garbage Disposal System Report FYE September 30, 2014.**
19. **Approve Contract for Professional and Technical Services Contract for GIS - Central Mississippi Planning and Development District.**
(A true and correct copy of said contract is attached hereto as Exhibit K, spread hereupon and incorporated herein by reference.)
20. **Approve Correcting, Nunc Pro Tunc the Minutes of July 7, 2014.**
(A true and correct copy of that certain explanatory memorandum dated October 17, 2014 from Chancery Clerk Ronny Lott is attached hereto as Exhibit L, spread hereupon and incorporated herein by reference.)
21. **Approve AS/400 Annual Support - Sheriff's Department - IBM Machines.**
(A true and correct copy of which is attached hereto as Exhibit M, spread hereupon and incorporated herein by reference.)

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- 22. **Approve Payment of Entergy Invoices.**
(True and correct copies of which may be found in the Miscellaneous Appendix to these Minutes.)
- 23. **Acknowledge Correspondence for National Register of Historic Places - Canton Cemetery.**
(A true and correct copy of which is attached hereto as Exhibit N, spread hereupon and incorporated herein by reference.)
- 24. **Approve Payment of Guardian Invoice No. 265378 - Flex Plan Monthly Statement.**
(A true and correct copies of which may be found in the Miscellaneous Appendix to these Minutes.)

The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present, and each item was and is hereby approved, adopted and authorized as described herein above.

SO ORDERED this the 20th day of October, 2014.

In re: Consideration of Amended and Restated Resolution Authorizing and Directing the Issuance of Taxable General Obligation Refunding Bonds, Series 2014

AMENDED AND RESTATED BOND RESOLUTION

The Board of Supervisors of Madison County, Mississippi (the "County"), took up for further consideration the matter of the issuance of Taxable General Obligation Refunding Bonds, Series 2014, of said County, in the principal amount of not to exceed Sixteen Million Dollars (\$16,000,000). After a discussion of the subject, Supervisor Gerald Steen offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014, OF MADISON COUNTY, MISSISSIPPI (THE "COUNTY") IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIXTEEN MILLION DOLLARS (\$16,000,000) TO RAISE MONEY FOR THE PURPOSE OF ADVANCED REFUNDING OF ALL OR CERTAIN OUTSTANDING MATURITIES OF THE COUNTY'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006, DATED OCTOBER 18, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$17,990,000; AND FOR RELATED PURPOSES.

WHEREAS, the Board of Supervisors of the County, acting for and on behalf of said County, hereby finds, determines, adjudicates and declares as follows:

- 1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 31-27-1 et seq., Mississippi Code of 1972, as amended.

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"Act of Bankruptcy" shall mean filing of a petition in bankruptcy by or against the County under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein or hereafter designated by the Governing Body.

"Authorized Officer" means the President of the Governing Body, the Clerk of the County, and any other officer designated from time to time as an Authorized Officer by resolution of the County, and when used with reference to any act or document also means any other Person authorized by resolution of the County to perform such act or sign such document.

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

"Bond" or "Bonds" shall mean the not to exceed \$16,000,000 Taxable General Obligation Refunding Bonds, Series 2014, of the County authorized and directed to be issued pursuant to this Bond Resolution.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement by and between the Underwriter and the County executed and delivered in connection with the sale of the Bonds.

"Bond Resolution" shall mean this amended and restated bond resolution, as the same may be amended from time to time.

"Book-Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in Section 2 herein.

"Callable Bonds" shall mean the Refunded Bonds maturing on or after June 1, 2017.

"Clerk" shall mean the Chancery Clerk of the County and Clerk of the Governing Body.

"County" shall mean Madison County, Mississippi.

"Direct Participants" shall mean any broker-dealer, bank or other financial institutions for which the Securities Depository holds Bonds as a securities depository.

"DTC" means The Depository Trust Company, New York, New York.

"DTC Participants" shall mean any participant for whom DTC is a Securities Depository Nominee.

"Escrow Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the Refunded Bonds, and shall initially be Trustmark National Bank, Jackson, Mississippi.

"Escrow Agreement" shall mean that Escrow Agreement dated the date of delivery between the County and the Escrow Agent, providing for the payment of the Refunded Bonds.

"Escrow Fund" shall mean the Escrow Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded Bonds.

"Escrow Requirement" shall mean the portion of the sale proceeds of the Bonds deposited in the Escrow Fund to be invested and used to refund the Refunded Bonds as provided in the Escrow Agreement.

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"Financial Advisor" shall mean Government Consultants, Inc., Jackson, Mississippi.

"Fiscal Year" shall mean the fiscal year of the County, being the period commencing on the first day of October of any year and ending on the last day of September of the following year.

"Governing Body" shall mean the Board of Supervisors of the County.

"Indirect Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Direct Participant.

"Letter of Representations" shall mean the blanket issue letter of representations from the County to DTC under the Book-Entry System.

"Paying Agent" shall mean initially any bank, trust company or other institution or the Clerk hereafter designated by the Governing Body for the payment of the principal of and interest on the Bonds.

"Person" shall mean an individual, partnership, corporation, limited liability company, trust or unincorporated organization and a government or agency or political subdivision thereof.

"President" shall mean the president of the Governing Body.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date or the date set for redemption.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Refunded Bonds" shall mean some or all of the outstanding maturities of the 2006 Bonds selected by the County to be refunded, including, without limitation, the 2006 Bonds maturing June 1, 2015 through June 1, 2026, both inclusive.

"Refunding Project" shall mean using a portion of the proceeds of the Bonds to provide funds for the advanced refunding of the Refunded Bonds, including funds for the redemption price of the Callable Bonds.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the County maintained by the Transfer Agent.

"Securities Depository" means DTC and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

"Securities Depository Nominee" means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

"State" shall mean the State of Mississippi.

"Transfer Agent" shall mean initially any bank, trust company or other institution or the Clerk hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

"2006 Bond Resolution" shall mean the General Obligation Refunding Bonds Bond Resolution of the Governing Body of the County dated September 25, 2006, which 2006 Bond Resolution secures the 2006 Bonds.

"2006 Bonds" shall mean the Madison County, Mississippi General Obligation Refunding

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Bonds, Series 2006, dated October 18, 2006, issued in the original aggregate principal amount of \$17,990,000 of which \$16,270,000 remains outstanding.

"2006 Bonds Paying Agent" shall mean Trustmark National Bank, Jackson, Mississippi.

"2014 Bond Fund" shall mean Madison County, Mississippi Taxable General Obligation Refunding Bonds, Series 2014, 2014 Bond Fund provided for in Section 13 hereof.

"2014 Costs of Issuance Fund" shall mean Madison County, Mississippi Taxable General Obligation Refunding Bonds, Series 2014, 2014 Costs of Issuance Fund provided for in Section 14 hereof.

"Underwriter" shall mean Stephens Inc.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The County is authorized under the provisions of the Act to issue its Taxable General Obligation Refunding Bonds, Series 2014 to provide funds for the advanced refunding of the Refunded Bonds pursuant to the terms and provisions of the 2006 Bond Resolution. It is advisable and in the public interest to issue the Bonds for the purpose stated herein.

3. The estimated cost of refunding the Refunding Project and paying the costs of issuance of the Bonds herein directed to be issued is not to exceed Sixteen Million Dollars (\$16,000,000).

4. On the 19th day of February, 2013, the Governing Body adopted a resolution entitled:

"RESOLUTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI (THE "COUNTY") AUTHORIZING AND APPROVING THE EXECUTION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE SALE OF THE COUNTY'S TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014 (THE "BONDS"), TO RAISE MONEY TO PROVIDE FUNDS FOR THE ADVANCED REFUNDING OF ALL OR CERTAIN OUTSTANDING MATURITIES OF THE COUNTY'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006, DATED OCTOBER 18, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$17,990,000; AUTHORIZING AND APPROVING THE ISSUANCE OF THE BONDS; APPROVING THE FORM AND EXECUTION OF A BOND PURCHASE AGREEMENT FOR THE SALE OF THE BONDS; APPROVING AND AUTHORIZING THE FORM OF, EXECUTION OF AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE BONDS; APPROVING THE FORM OF AND EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH THE REFUNDING PROJECT; AND FOR RELATED PURPOSES," wherein the County (a) authorized and approved the issuance of the Bonds subject to certain conditions; (b) authorized and approved the execution and distribution of a preliminary official statement; (c) approved the form of and execution of a bond purchase agreement for the sale of the Bonds; (d) approved and authorized the form of, execution of and distribution of an official statement pertaining to the Bonds; (e) approved the form of and execution of an escrow agreement; (f) authorized and approved the selection of Trustmark National Bank, Jackson, Mississippi, as Escrow Agent under the terms and provisions of the escrow agreement; (g) authorized the Clerk, the Escrow Agent and/or Bond Counsel to make the initial application to Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities - State and Local Government Series (the "SLGS) in connection with the requirements of the escrow agreement; (h) authorized the Escrow Agent to finalize the application for the SLGS; and (I) authorized the purchase of other authorized securities to the extent SLGS were not purchased for the escrow agreement.

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5. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the County and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the County for the benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. (a) The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 2. Any provision of this Bond Resolution or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the registration records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of each separate maturity (whether serially or by term) of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the DTC participants and Indirect Participants will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the DTC participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the DTC participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the registration records as the Registered Owner of such Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to DTC Participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the DTC participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the DTC participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the Registered Owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the County, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

(1) The County may at any time elect (i) to provide for the replacement of any Securities Depository as the depository for the Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Bonds under a Book-Entry System. In such event, and upon being notified by the County of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(2) Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the County will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees, as further described below. In such event, the Paying Agent shall make provisions to notify DTC participants and the Beneficial Owners of the Bonds, by mailing an appropriate

President's Initials: _____

Date Signed: _____

notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(3) In the event that Bonds are to be issued to the Beneficial Owners of the Bonds, or their designees, the County shall, at its expense, promptly have prepared Bonds in certificated form registered in the names of the Beneficial Owners of Bonds shown on the records of the DTC participants provided to the Paying Agent, as of the date set forth in the notice described above. Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in Section 7 hereof.

(4) If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the County will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(c) Each Securities Depository and the DTC participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the County and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any DTC participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such DTC participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(d) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the County shall have executed and delivered to the initial Securities Depository the Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of the Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

(e) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

SECTION 3. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Sixteen Million Dollars (\$16,000,000) to raise money for the Refunding Project and providing for the costs of issuance of the Bonds, all as authorized by the Act.

SECTION 4. (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing June 1, 2015; and shall mature and become due and payable on June 1 in the years and in the principal amounts as set forth in the Bond Purchase Agreement, with the final maturity occurring not later than June 1, 2026.

(c) The Bonds shall be subject to redemption prior to their stated dates of maturity as set forth in the Bond Purchase Agreement.

(d) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State of Mississippi, (i) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (ii) certificates of deposit or municipal obligations fully secured by Government Obligations or (iii) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company

President's Initials: _____

Date Signed: _____

as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (iv) United States Treasury Securities - State and Local Government Series, and (v) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient hereunder if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 5. (a) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the County in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon each of the Bonds, over such officer's manual or facsimile signature and manual or facsimile seal, such officer's certificate in substantially the form set out in Section 7.

(b) The Bonds shall be executed by the manual or facsimile signature of the President and countersigned by the manual or facsimile signature of the Clerk, with the seal of the County imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the County whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Bonds shall be delivered to or as directed by the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel, which opinion may be imprinted on each of the Bonds.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the County shall file with the Transfer Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Bonds; and

(ii) an authorization to the Transfer Agent, signed by the President, to authenticate and deliver the Bonds to the Underwriter.

(e) At delivery, the Transfer Agent shall authenticate the Bonds and deliver them to or as directed by the Underwriter thereof upon payment of the purchase price of the Bonds to the County.

(f) Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the County to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the facsimile seal of the County and facsimile signatures of the persons who were the

President's Initials: _____

Date Signed: _____

officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 6. (a) The County will appoint a Paying and Transfer Agent for the Bonds prior to the issuance thereof. The Paying and Transfer Agent shall be a bank or trust company located within the State. The County specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Bonds shall remain outstanding, the County shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The County shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the County and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the County on a case by case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (I) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the County, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of an Agent, the County shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Agent.

(iv) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the County an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Agent from the County to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the County.

(vii) The County will provide any successor Agent with certified copies of all resolutions,

President's Initials: _____

Date Signed: _____

orders and other proceedings adopted by the Governing Body relating to the Bonds.

(viii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the County or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the County and eligible under the provisions of Section 6(d)(iv) hereof.

SECTION 7. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[BOND FORM]

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent or its agent for registration of transfer, exchange, or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

MADISON COUNTY, MISSISSIPPI

TAXABLE GENERAL OBLIGATION REFUNDING BOND

SERIES 2014

NO. \$ _____

Rate of Interest Maturity Date of Original Issue CUSIP

_____, 2014

Registered Owner:

Principal Amount: DOLLARS

Madison County, State of Mississippi (the "County"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of _____, _____, Mississippi, or its successor, as paying agent (the "Paying Agent") for the Taxable General Obligation Refunding Bonds, Series 2014, of the County (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the County maintained by

President's Initials: _____

Date Signed: _____

_____, _____, Mississippi, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

The County further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing June 1, 2015, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at such Registered Owner's address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of _____ Million Dollars (\$_____) to raise money for the purpose of providing funds for the advanced refunding of certain outstanding maturities of the County's General Obligation Refunding Bonds, Series 2006, dated October 18, 2006, issued in the original principal amount of \$17,990,000.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-27-1 et seq., Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Board of Supervisors of the County, including a resolution adopted October 20, 2014 (the "Bond Resolution").

[Redemption provisions to be added upon sale of Bonds.]

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The County and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the County nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are general obligations of the County, secured by the full faith, credit and resources of the County and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the County on or prior to September 1 of that year has transferred money to the Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the County, in

President's Initials: _____

Date Signed: _____

accordance with the provisions of the Bond Resolution. The County, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding general obligations of the County, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the County are hereby irrevocably pledged.

IN WITNESS WHEREOF, the County has caused this Bond to be executed in its name by the manual or facsimile signature of the President of the Board of Supervisors of the County, countersigned by the manual or facsimile signature of the Clerk of the County, under the manual or facsimile seal of the County, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, as of the ____ day of _____, 2014.

MADISON COUNTY, MISSISSIPPI

BY:
President, Board of Supervisors

COUNTERSIGNED:

Chancery Clerk

(seal)

There shall be printed on the Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the Taxable General Obligation Refunding Bonds, Series 2014, of Madison County, Mississippi.

as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the Bonds a registration and validation certificate and an assignment

President's Initials: _____
Date Signed: _____

form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, the undersigned Chancery Clerk of Madison County, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said County pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Madison County, Mississippi, rendered on the _____ day of _____, 2014.

Chancery Clerk

(seal)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, _____, _____, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment:

Insert Social Security Number or Other Tax Identification Number of Assignee:

SECTION 8. In case any Bond shall become mutilated or be stolen, destroyed or lost, the County shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the County in connection therewith, and in case of a Bond stolen, destroyed or lost, such Registered Owner's filing with the County or Transfer Agent evidence satisfactory to them that such Bond was

President's Initials: _____

Date Signed: _____

stolen, destroyed or lost, and of such Registered Owner's ownership thereof, and furnishing the County or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 9. The Bonds are general obligations of the County secured by the full faith, credit and resources of the County. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the County, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the County on or prior to September 1 of that year has transferred money to the 2014 Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the County, in accordance with the provisions hereof. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the County are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 10. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 11. (a) In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the County, one Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re register any such Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the County maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 12. (a) Each Bond shall be transferable only in the records of the County, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or such Registered Owner's attorney duly authorized in writing. Upon the transfer of any Bond, the

President's Initials: _____

Date Signed: _____

County, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

SECTION 13. (a) The County hereby establishes the 2014 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2014 Bond Fund as and when received:

- (i) The accrued interest and premium, if any, received upon delivery of the Bonds;
- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;
- (iii) Any income received from investment of monies in the 2014 Bond Fund; and
- (iv) Any other funds available to the County which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2014 Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2014 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 14. The County hereby establishes the 2014 Costs of Issuance Fund which shall be held by the Escrow Agent under the Escrow Agreement. A certain portion of the proceeds received upon the sale of the Bonds shall be deposited in the 2014 Costs of Issuance Fund. Any income received from investment of monies in the 2014 Costs of Issuance Fund shall be deposited in the 2014 Costs of Issuance Fund. Funds in the 2014 Costs of Issuance Fund shall be used to pay the costs, fees and expenses incurred by the County in connection with the authorization, issuance, sale, validation and delivery of the Bonds. Any amounts which remain in the 2014 Costs of Issuance Fund after the payment of the costs of issuance for the Bonds shall be transferred by the Escrow Agent to the County for deposit in the 2014 Bond Fund and used as permitted under State law.

SECTION 15. Upon delivery of the Bonds, the County will remit or will direct the remittance of a certain portion of the proceeds received upon the sale of the Bonds directly to the Escrow Agent under the Escrow Agreement for deposit in the Escrow Fund to provide for the Refunding Project, which amount, together with investment income thereon, will be sufficient to effectuate the advanced refunding of the Refunded Bonds and the redemption of the Callable Bonds pursuant to the terms of the Escrow Agreement.

SECTION 16. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the County maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be acceptable to the Transfer Agent, such notice to be received by the Transfer Agent not later than the Record Date preceding the applicable principal or Interest Payment Date to be effective as of such date.

President's Initials: _____

Date Signed: _____

SECTION 17. The Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 18. The County hereby agrees for the benefit of the holders and beneficial owners of the Bonds for so long as it remains obligated to advance funds to pay the Bonds to provide certain updated financial and operating information and data listed below annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be available free to securities brokers and the general public at EMMA. The County has agreed to provide Annual Updated Information (as defined below) to the MSRB in the Required Electronic Information through EMMA, together with any Accompanying Information.

The County will provide the following annual information to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information: (1) all quantitative financial information and operating data with respect to the County of the general type included in the Official Statement under the headings "THE COUNTY," "TAX INFORMATION" and "DEBT INFORMATION"; (2) the adopted budget of the County for the most recent Fiscal Year, and (3) the most recently, publicly available audited financial statements of the County (collectively, items (1) through (3) are referred to as the "Annual Updated Information"). If audited financial statements are not publicly available by the required time provided in the immediately following paragraph, the County will provide notice of the non-availability in accordance with the Rule, and file the most recent, publicly available audited financial statement when they become available. Audited financial statements will be prepared in accordance with the accounting principles promulgated by the State or such other accounting principles as the County may be required to employ from time to time pursuant to State law or regulation. The County may provide the Annual Updated Information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule.

The County will provide the Annual Updated Information, if available, within twelve (12) months after the end of each Fiscal Year, unless the County changes its Fiscal Year. If the County changes its Fiscal Year, it will notify the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, of the change.

Anyone requesting information under the continuing disclosure requirements of the Rule should contact the Chancery Clerk, acting for and on behalf of the County, at the Chancery Court Building, 125 West North Street, Canton, Mississippi 39046, Telephone Number (601) 855-5535.

The County will also provide notice to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, in a timely manner not in excess of ten business days after the occurrence of the following events: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves, reflecting financial difficulties; (3) unscheduled draws on credit enhancements, reflecting financial difficulties; (4) substitution of credit or liquidity providers for the Bonds, or their failure to perform; (5) adverse tax opinions, IRS notices or events affecting the tax status of the Bonds; (6) defeasances; (7) rating changes; (8) tender offers; and (9) bankruptcy, insolvency receivership, or a similar proceeding by the obligated person. The County will provide to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, notice of an occurrence of the following events, if such event is material to a decision to purchase or sell Bonds, in a timely manner not in excess of ten business days after the occurrence of an event: (1) non-payment related defaults; (2) modifications to the rights of Bond holders; (3) bond calls or redemptions;

President's Initials: _____

Date Signed: _____

(4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms; and (6) appointment of a successor or additional trustee, or the change in the name of the trustee. In addition, the County will provide timely notice of any failure by the County to provide the Annual Updated Information.

The County has agreed to update information and to provide notices of material events only as described in this Section. The County has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described herein. The County makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell bonds at any future date. The County disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the County to comply with its agreement.

The County may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the County, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the County receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the holders and beneficial owners of the Bonds. If any such amendment is made, the County will include in its next Annual Updated Information an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

SECTION 19. Each of the following constitutes an event of default under this Bond Resolution:

- (a) failure by the County to pay any installment of principal of or interest on any Bond at the time required;
- (b) failure by the County to materially perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the County by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or
- (c) an Act of Bankruptcy occurs.

SECTION 20. The Escrow Agent is hereby authorized to pay costs of issuance expenses on the closing date for the Bonds from the proceeds of the Bonds deposited with the Escrow Agent under the Escrow Agreement for the costs of issuance of said Bonds; provided, however, total costs of issuance for said Bonds shall not exceed 3.00% of the par amount of the Bonds (excluding Underwriter's discount). The President or Clerk or any other Authorized Officer are authorized to sign requisitions for the payment of costs of issuance for the Bonds.

SECTION 21. The President, the Clerk and the other Authorized Officers of the County are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents, certificates or other instruments as may be necessary to effectuate the purposes of this Bond Resolution.

SECTION 22. The Governing Body hereby provides notice to the 2006 Paying Agent of the County's election to optionally redeem the Refunded Bonds. The Governing Body hereby requests the 2006 Paying Agent to provide the notices required by the 2006 Bond Resolution to the holders of the 2006 Bonds in connection with the Refunding Project and of the County's election to optionally redeem a portion of the Refunded Bonds, including the optional redemption of the Callable Bonds on June 1, 2016.

President's Initials: _____

Date Signed: _____

SECTION 23. On February 19, 2013, the Governing Body did consider and approve resolutions entitled "RESOLUTION AUTHORIZING THE PRESIDENT OR CLERK OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI (THE "COUNTY"), TO PROVIDE A WRITTEN NOTIFICATION TO TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI, PAYING AGENT FOR THE \$17,990,000 MADISON COUNTY, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006, DATED OCTOBER 18, 2006 (THE "2006 BONDS"), OF THE ADVANCE REFUNDING AND REDEMPTION OF ALL OR CERTAIN OUTSTANDING MATURITIES OF THE 2006 BONDS; AND FOR RELATED PURPOSES" and "RESOLUTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI (THE "COUNTY") AUTHORIZING AND APPROVING THE EXECUTION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE SALE OF THE COUNTY'S TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013 (THE "BONDS"), TO RAISE MONEY TO PROVIDE FUNDS FOR THE ADVANCED REFUNDING OF ALL OR CERTAIN OUTSTANDING MATURITIES OF THE COUNTY'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006, DATED OCTOBER 18, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$17,990,000; AUTHORIZING AND APPROVING THE ISSUANCE OF THE BONDS; APPROVING THE FORM OF AND EXECUTION OF A BOND PURCHASE AGREEMENT FOR THE SALE OF THE BONDS; APPROVING AND AUTHORIZING THE FORM OF, EXECUTION OF AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE BONDS; APPROVING THE FORM OF AND EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH THE REFUNDING PROJECT; AND FOR RELATED PURPOSES" (together, the "2013 Resolutions"), concerning the issuance of County general obligation bonds to provide funds to finance the advance refunding of some or all of the outstanding maturities of the 2006 Bonds. The Governing Body hereby brings forward the 2013 Resolutions in their entirety as if such documents were incorporated herein, provided that (a) "2014" shall be deemed to be replaced for "2013" in each place 2013 appears therein, not including the date of adoption thereof, but including any such necessary changes to be made to the forms of the Escrow Agreement and Bond Purchase Agreement attached thereto, whether such changes concern date changes or otherwise, and (b) the form of Preliminary Official Statement attached as an Exhibit to the 2013 Resolutions shall be replaced with the form of the Preliminary Official Statement attached as EXHIBIT A hereto, which the Governing Body hereby approves, and the Governing Body hereby adopts and ratifies the Preliminary Official Statement for the sale of the Bonds in substantially the form attached hereto as EXHIBIT A, with such changes and amendments as approved by the President of the Governing Body and/or the Chancery Clerk of the County executing the same (the execution thereof shall constitute approval of any completions, changes, insertions or modifications). The County hereby deems the Preliminary Official Statement to be "final" as required by Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"). That the distribution of copies of said Preliminary Official Statement by the Underwriter to prospective purchasers of the Bonds is hereby authorized and approved.

SECTION 24. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Following the reading of the foregoing Bond Resolution, Supervisor John Bell Crosby seconded the motion for its adoption. The President put the question to a roll call vote, and the result was as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Paul Griffin	Aye
Supervisor Karl Banks	Aye

The motion having received the affirmative vote of a majority of the members present, the

President's Initials: _____

Date Signed: _____

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President declared the motion carried and the Bond Resolution adopted this the 20th day of October, 2014.

SO ORDERED this the 20th day of October, 2014.

***In re: Request to Use Site for
Firework and Christmas Tree Sales***

WHEREAS, Zoning Administrator Scott Weeks appeared before the Board and presented a request from Mr. Ron Hutchinson requesting permission to use a certain a lot located at 1243 Gluckstadt Road for the sale of fireworks and Christmas trees during the 2014 holiday season, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes,

Following discussion, Mr. John Bell Crosby did offer and Mr. Paul Griffin did second a motion to approve Mr. Huthcinson's request to use a certain a lot located at 1243 Gluckstadt Road for the sale of fireworks and Christmas trees during the 2014 holiday season. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and Mr. Hutchison was and is hereby authorized.

SO ORDERED this the 20th day of October, 2014.

In re: Consideration of Preliminary Plat - Western Ridge

WHEREAS, Zoning Administrator Scott Weeks appeared before the Board and presented the preliminary plat of Western Ridge for the Board's consideration and review, and

WHEREAS, a true and correct copy of said plat may be found in the Miscellaneous Appendix to these Minutes, and

WHEREAS, Mr. Weeks reported that said plat met with the requirements of his office,

Following discussion, Mr. John Bell Crosby did offer and Mr. Paul Griffin did second a motion to approve the above referenced preliminary plat. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said preliminary plat was and is hereby approved.

SO ORDERED this the 20th day of October, 2014.

President's Initials: _____

Date Signed: _____

**In re: Approval of Amendment to AMR
Ambulance Service Agreement**

WHEREAS, County Fire Coordinator Mack Pigg appeared before the Board and presented that certain document entitled "Amendment Ambulance Service Agreement" between Madison County, Mississippi and Mobile Medic Ambulance Service, d/b/a American Medical Response "AMR," and requested the Board's consideration to approve same, and

WHEREAS, a true and correct copy of which is attached hereto as Exhibit O, spread hereupon and incorporated herein by reference, and

Following discussion, Mr. Gerald Steen did offer and Mr. John Bell Crosby did second a motion to approve said Ambulance Service Agreement and authorize the Board President to execute same. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said Agreement was and is hereby approved and the Board President was and is hereby authorized.

SO ORDERED this the 20th day of October, 2014.

In re: Consideration of Amending Firearms Ordinance

**AN ORDINANCE OF THE MADISON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS**

AN ORDINANCE AS AMENDED PURSUANT TO MISS. CODE ANN. § 45-9-53 TO ESTABLISH CONSTITUTIONALLY PERMITTED, REASONABLE TIME, PLACE OR MANNER RESTRICTIONS ON THE CARRYING OF FIREARMS OR WEAPONS IN OR UPON PROPERTY OWNED OR CONTROLLED BY MADISON COUNTY, MISSISSIPPI SUBJECT TO EXCEPTIONS HEREIN OUTLINED, TO ESTABLISH EXEMPTIONS THEREFROM AND TO PROVIDE PENALTIES FOR VIOLATION.

THE BOARD OF SUPERVISORS FOR MADISON COUNTY, MISSISSIPPI ADOPT THIS AMENDED ORDINANCE AS FOLLOWS:

SECTION 1. PURPOSE

The Madison County, Mississippi, Board of Supervisors, as a political subdivision of the State of Mississippi, recognizes the right of the citizens of Madison County, Mississippi to keep and bear arms pursuant to the Constitutions of The United States of America (Bill of Rights, Amendment 2) and Constitution of the State of Mississippi (Article III, Section 12). While recognizing the right of the people to keep and bear arms, the Board of Supervisors concurrently recognizes the responsibility of the people to exercise good judgment in their conduct and responsibility in the exercise of the right to bear arms. There being a compelling interest on the part of Madison County, Mississippi, to promote, preserve and protect the safety and security of citizens and employees of Madison County, Mississippi, it is in the best interest of all citizens of Madison County, Mississippi, that restrictions be placed upon the carrying of any weapon or firearm in or upon the public properties owned or controlled by Madison County, Mississippi, that are defined as Sensitive Areas.

President's Initials: _____

Date Signed: _____

SECTION 2. DEFINITIONS

As used in this Ordinance, the following terms and words shall have the following meanings, unless the context clearly indicates that a different meaning is intended and which allows Madison County to regulate the carrying of a firearm; or such other weapon.

(a) "Sensitive Area" means any area or premises owned or controlled by Madison County, Mississippi, which constitutes a public park or at which is being held: (I) a public meeting of the county or other governmental body; (ii) a political rally, parade or official political meeting; or (iii) a non-firearm related school, college or professional athletic event. (§ 45-9-53 (1) (f) MS Code of 1972 (Annotated).

(b) "Weapon" means a bowie knife, dirk knife, butcher knife, switchblade knife, metallic knuckles, blackjack, slingshot, pistol, revolver, rifle, shotgun, machine gun or any fully automatic firearm or deadly weapon.

"Firearm" means a pistol, revolver, rifle, shotgun, machine gun or any fully automatic firearm.

"Possess" means to be in actual, physical possession of, or to know of its presence, or to have physical control of it, or to have the ability to control it.

"Premises" means real property, land and improvements, buildings, walkways, entryways, or other structure appurtenant to a building.

SECTION 3. RESTRICTION ON POSSESSION OF WEAPON/FIREARM

No Person shall Possess, either openly or in a concealed fashion (as set forth in Miss. Code Ann. § 97-37-1, et seq.), a Firearm or Weapon in, on or upon any Sensitive Areas.

SECTION 4. DESIGNATION OF SENSITIVE AREAS

Pursuant to § 97-37-1 (13) MCA are certain referenced "sensitive areas" including any police, sheriff or highway patrol station, any detention facility, prison or jail, any courthouse, any courtroom, any polling place, any meeting place of the governing body of any governmental entity, inter alia, which are adopted by reference herein.

Pursuant to § 97-37-1 (13), this Resolution also adopts by reference and authorizes the Sheriff of Madison County to respond to requests made by lawful owners, persons or entities exercising control over any physical location at which a written notice being clearly readable at a distance of not less than ten (10) feet that the "carrying of any firearm is prohibited".

SECTION 5. EXEMPTIONS

This Ordinance shall not apply to the following Persons:

Any uniformed law enforcement officer on active duty, regardless of jurisdiction;

Any Persons authorized by the Board of Supervisors to possess a Firearm or Weapon in a Sensitive Area;

Any Person possessing a valid Enhanced Conceal Carry Permit issued by the State of Mississippi pursuant to Miss. Code Ann. § 97-37-7 (1972), as amended.

SECTION 6. PENALTY

Any Person who violates this Ordinance shall be guilty of a misdemeanor and shall be fined in an amount of not less than \$0.00 nor more than \$250.00 for a first offense. Upon conviction of a repeated violation, which means a second or subsequent violation of this Ordinance committed by a Person within any twelve (12) month period, said person shall be guilty of a misdemeanor and shall be fined in an amount of not less than \$250.00 nor more than

President's Initials: _____

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\$500.00. After the third violation of this Ordinance committed by a Person within an twelve (12) month period, the person so convicted shall be guilty of a misdemeanor and shall be fined in an amount of not less than \$500.00 nor more than \$999.00 and/or shall be incarcerated for a period of between zero (0) and ninety (90) days in jail.

SECTION 7. ENFORCEMENT

The provisions of this Ordinance shall be enforced by the Sheriff of Madison County, Mississippi, or any designee thereof.

SECTION 8. SEVERABILITY AND CAPTIONS

This Ordinance and the various parts, sections, subsections, phrases and clauses thereof are hereby declared to be severable. If any part, section, subsection, sentence, phrase or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby. The Captions included at the beginning of each Section are for convenience only and shall not be considered a part of this Ordinance.

SECTION 9. REPEAL

All resolutions, ordinances, orders or parts thereof in conflict in whole or in part with any of the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 10. ADMINISTRATIVE LIABILITY

No elected official, employee or agent of Madison County shall render himself or herself personally liable for any damage that may occur to any person or entity as a result of any act or decision performed in the discharge of his or her duties and responsibilities pursuant to this Ordinance.

SECTION 11. PLACEMENT OF SIGNAGE

The Sheriff or his designee, or the Madison County Administrator, or his designee, shall be authorized to place, and shall cause to be placed, appropriate signage on, in or near the facilities considered as Sensitive Areas in this Ordinance to carry out the provisions of this Ordinance. Said signage shall provide adequate notice to all citizens attempting to enter said Sensitive Areas that the carrying of weapons therein is prohibited. It is the intent of this Ordinance that notification signs be placed within the parking facilities of said Sensitive Areas, as well as on or near the entry doors of said facilities and upon the entry grounds of parks and open grounds, including but not limited to the entry points of parking facilities.

SECTION 12. EFFECTIVE DATE

This Ordinance shall be effective upon publication of this Ordinance in a newspaper of general circulation for Madison County, Mississippi.

Following discussion, Mr. John Howland did offer and Mr. John Bell Crosby did second a motion to approve said Ambulance Service Agreement and authorize the Board President to execute same. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

President's Initials: _____

Date Signed: _____

the matter carried unanimously and said Ordinance was and is hereby approved and the Board President was and is hereby authorized.

SO ORDERED this the 20th day of October, 2014.

***In re: Consideration of Resolution to Donate
Surplus Sand from Sulphur Springs Park to
Canton High School***

RESOLUTION AUTHORIZING SURPLUS DIRT FROM EXCAVATION OF SULPHUR SPRINGS LAKE PROJECT AND PLAN TO BE DONATED TO CANTON PUBLIC SCHOOLS FOR THE PURPOSE OF MAINTAINING PUBLIC SCHOOL GROUNDS AND FOR THE IMPROVEMENT OF SCHOOL BALL FIELDS FOR THE BENEFIT OF THE SCHOOL DISTRICT AND FOR MADISON COUNTY AT LARGE

WHEREAS, it appears that the construction of Sulphur Springs Lake Project previously adopted as a part of the Urban Renewal Plan (the Plan) by vote of the Madison County Board of Supervisors on January 7, 2013, has generated the creation of excess dirt and other fill materials; and

WHEREAS, by vote of the Madison County Board of Supervisors on July 21, 2014, the excess dirt was declared to be “surplus”, within the meaning of § 19-7-3(3) Miss Code of 1972 (Annotated), and also declared to be in compliance with AG Opinion 2009-00140 (Meadows) as “no longer being needed for county operations or related purposes” and with physical qualities inappropriate for use by the Madison County Road Department; and

WHEREAS, it was found by the Board of Supervisors that the transport of the dirt to other specific county owned locations would constitute a prohibitive expense to the county and the continued storage of the dirt within the premises of the Sulphur Springs Lake Project Area would impede and interfere with the efficient completion of the park project; and

WHEREAS, the Canton High School, a public school within Madison County, has requested that said surplus dirt be transported to their school and used for the purposes of improving their football and other ball fields and grounds on the premises of the Canton High School; and

WHEREAS, it appearing that the donation of the dirt already owned by Madison County; the said transport of the dirt utilizing equipment already owned by Madison County; and the utilization of labor already within the employ of Madison Count, is approved and allowed pursuant to § 19-3-42 (Ms Code of 1972), and said donation being further authorized by MS AG Opinions (2002 WL 31169226, Barefield); Ms AG Op. Lamar (July 5, 2001); Ms AG Op Gex (March 15, 1996) which declared the intent of the Legislature to “allow counties to use county equipment and manpower to maintain school grounds but not to allow counties to purchase materials or equipment exclusively for use on school grounds”, is within the scope and purpose of the herein Resolution.

THEREFORE, pursuant to the written request of Canton High School, attached as Exhibit “A” to the instant Resolution, and it being within the sound discretion of the Madison County Board of Supervisors to approve the donation and transport of said surplus dirt for the purpose of improving the lands, ball field and grounds of Canton High School, a public school within Madison County, MS, utilizing county owned equipment and labor already owned and employed by the county, and the Board of Supervisors being satisfied that said donation and the use of county owned equipment and labor to facilitate the donation of said dirt is authorized by § 19-3-42 (Ms Code of 1972), and respective AG Opinions, does hereby approve and authorize county owned dirt from the excavation site of the Sulphur Springs Lake and Project, to be donated to Canton High School for the purpose of improving the ball fields and grounds of the public school. The Board of Supervisors further authorizes county equipment and labor to be

President’s Initials: _____

Date Signed: _____

used to transport said dirt from the lake project area to Canton High School and to allow the dumping and spreading of same onto the lands and grounds of the public school for the purpose of improving and maintaining the ball field and grounds of Canton High School.

Supervisor Karl M. Banks did offer and Supervisor Gerald Steen did second the motion to adopt the foregoing resolution, and the question being put to a roll call, the result was as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl Banks	Aye
Supervisor Paul Griffin	Not Present and Not Voting

The motion having received the affirmative vote of a majority of the Board of Supervisors present, being a quorum of said Board of Supervisors, the President of the Board of Supervisors declared the motion carried, and the resolution adopted on this the 20th day of October, 2014.

SO ORDERED this the 20th day of October, 2014.

In re: Consideration of Resolution Authorizing the Employment of Certain Professionals in Connection with the Issuance of Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2014 (Galleria Parkway Project)

RESOLUTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI (THE "COUNTY"), (I) AUTHORIZING THE EMPLOYMENT OF CERTAIN PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF TAXABLE TAX INCREMENT LIMITED OBLIGATION REFUNDING BONDS, SERIES 2014 (GALLERIA PARKWAY PROJECT) (THE "2014 BONDS") OF SAID COUNTY IN THE MAXIMUM PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000) FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) THE CURRENT REFUNDING AND REDEMPTION OF THE COUNTY'S \$1,275,000 TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2011 (GALLERIA PARKWAY PROJECT), DATED DECEMBER 19, 2011; AND (II) PAYMENT OF COST OF ISSUANCE FOR THE 2014 BONDS; AND FOR RELATED PURPOSES; AND (II) AUTHORIZING THE NEGOTIATION WITH TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI, OF THE RESTRUCTURE OF THE OUTSTANDING AMOUNT OF THE COUNTY'S OUTSTANDING \$1,275,000 TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2011 (GALLERIA PARKWAY PROJECT), DATED DECEMBER 19, 2011.

WHEREAS, the Board of Supervisors of Madison County, Mississippi (the "Governing Body" of the "County"), hereby finds, determines, adjudicates and declares as follows:

1. The Governing Body has determined the necessity to restructure the County's outstanding \$1,275,000 Taxable Tax Increment Limited Obligation Bonds, Series 2011 (Galleria Parkway Project) (the "2011 Bonds").
2. It is necessary and in the public interest for the County to issue not to exceed \$1,250,000 Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2014 (Galleria Parkway Project) (the "2014 Bonds") to finance the cost of (I) the current refunding and redemption of the County's outstanding \$1,275,000 Taxable Tax Increment Limited Obligation Bonds, Series 2011 (Galleria Parkway Project), dated December 19, 2011 (the "2011 Bonds"), and (ii) the payment of costs of issuance for the 2014 Bonds (together, the "Project").

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Date Signed: _____

3. That in order to prepare the necessary resolutions and documents for the sale and issuance of the 2014 Bonds it is in the best interest of the County to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel ("Bond Counsel"), Mike Espy, PLLC, Jackson, Mississippi, as Counsel to the County ("County Counsel"), and Government Consultants, Inc., Jackson, Mississippi, as the County's Independent Registered Municipal Advisor ("IRMA Advisor"), to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of such 2014 Bonds at a subsequent date.

4. The Governing Body desires to authorize the negotiation with Trustmark National Bank, Jackson, Mississippi, as the holder of the 2011 Bonds, for the restructure of said 2011 Bonds to determine a debt service schedule to match the revenue cash flows of the project financed with the proceeds of the 2011 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. The Governing Body hereby declares its intention to issue the 2014 Bonds of the County to raise money to provide funds for the Project.

SECTION 2. The Governing Body herein employs the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, Mike Espy, PLLC, Jackson, Mississippi, as County Counsel, and Government Consultants, Inc., Jackson, Mississippi, as IRMA Advisor, in connection with the sale and issuance of the 2014 Bonds, and authorizes them to prepare the necessary resolutions and offering documents for the subsequent sale and issuance of the Bonds.

The terms of employment for Bond Counsel are set forth in the engagement letter (the "Engagement Letter") attached hereto as EXHIBIT A. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The form of the Engagement Letter and the execution thereof by the President of the Governing Body is hereby approved and authorized.

In connection with the employment of Government Consultants, Inc., Jackson, Mississippi, as IRMA Advisor, the County is hereby requested to execute the attached Independent Registered Municipal Advisor (IRMA) Representation letter (the "IRMA Letter"), attached hereto as EXHIBIT B. The President of the Governing Body is hereby authorized, acting for and on behalf of the County, to execute said IRMA Letter.

SECTION 3. The Governing Body hereby authorizes the negotiation with Trustmark National Bank, Jackson, Mississippi, as the holder of the 2011 Bonds, for the restructure of said 2011 Bonds to determine a debt service schedule to match the revenue cash flows of the project financed with the proceeds of the 2011 Bonds.

Supervisor John Bell Crosby made the motion and Supervisor Paul Griffin seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Paul Griffin	Aye
Supervisor Karl Banks	Aye

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted, on this the 20th day of October, 2014.

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 30 of 35 (10/20/14)

EXHIBIT A
FORM OF ENGAGEMENT LETTER OF BOND COUNSEL
(A true and correct copy of which is attached hereto as Exhibit P, spread hereupon and incorporated herein by reference.)

EXHIBIT B
FORM OF IRMA LETTER FROM THE IRMA ADVISOR
(A true and correct copy of which is attached hereto as Exhibit Q, spread hereupon and incorporated herein by reference.)

SO ORDERED this the 20th day of October, 2014.

In re: Consideration of Energy Performance Contract Bids

WHEREAS, County Administrator Mark Houston appeared before the Board and presented that certain spreadsheet containing the Energy Services Performance Contract Bids and requested the Board's consideration of same, a true and correct copy of which is attached hereto as Exhibit R, spread hereupon and incorporated herein by reference, and

WHEREAS, Mr. Houston reported that McNeil Rhodes would perform the energy analysis of all county buildings at no cost to the county should the county not agree to enter into a contract with said firm,

Following discussion, Mr. John Bell Crosby did offer and Mr. Paul Griffin did second a motion to accept the bid of McNeil Rhodes as the lowest and best bid for the energy performance analysis. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said bid with McNeil and Rhodes was and is hereby accepted.

SO ORDERED this the 20th day of October, 2014.

In re: Consideration of Procedure for Payment to Poll Workers

WHEREAS, County Administrator Mark Houston appeared before the Board and presented that certain list of procedures for poll workers to receive payment for working the polls and requested the Board's consideration of same, a true and correct copy of which is attached hereto as Exhibit S, spread hereupon and incorporated herein by reference, and

WHEREAS, Mr. Houston reported that pursuant to Mississippi Code §19-13-31(2) does provide for the Board to advance approval of the rate of pay for poll workers, and

WHEREAS, Election Commissioner Pat Truesdale also appeared before the Board and stated that the Election Commissioners were in favor of the proposed list of procedures,

Following discussion, Mr. Gerald Steen did offer and Mr. John Bell Crosby did second a motion to approve the list of procedures for payment to poll workers as outlined in Exhibit T and

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authorize the Chancery Clerk and Comptroller to issue pay warrants accordingly. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said procedure for payment to poll workers was and is hereby approved and adopted and the Chancery Clerk and Comptroller were and are hereby authorized.

SO ORDERED this the 20th day of October, 2014.

***In re: Approval of Appointments -
Central Mississippi Planning District & Development and
Metro Jackson Chamber of Commerce***

Following discussion, Mr. Paul Griffin did offer and Mr. John Bell Crosby did second a motion to (1) remove Ronny Lott as the County Elected Official to the MPO Board; the South Central Mississippi Workforce Board; and the Metro Jackson Chamber of Commerce Board and appoint Supervisor John Howland as the County Elected Official to the MPO Board; the South Central Mississippi Workforce Board; and the Metro Jackson Chamber of Commerce Board. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said appointments were and are hereby made.

SO ORDERED this the 20th day of October, 2014.

***In re: Approval of Budget Amendments and
Interfund Cash Transfers***

WHEREAS, County Mark Houston appeared before the Board and requested the Board's consideration of certain amendments to the current year budget of the county as set forth in that certain document entitled "Madison County Budget Amendments and Interfund Cash Transfers October 20, 2014," a true and correct copy of which is attached hereto as Exhibit U, spread hereupon and incorporated herein by reference, and

Following discussion, Mr. Gerald Steen did offer and Mr. Paul Griffin did second a motion to approve said budget amendments and interfund cash transfers. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

President's Initials: _____

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the matter carried unanimously and said budget amendments and interfund cash transfers were and are hereby approved.

SO ORDERED this the 20th day of October, 2014.

In re: Approval of Claims Docket for October 20, 8 and 13, 2014

WHEREAS, the Board reviewed the claims dockets for October 20, 8 and 13, 2014; and

- (1) General Claims Docket, dated October 20, 2014
- (2) Payroll Claims Docket No. 1, dated October 8, 2014
- (3) Payroll Claims Docket No. 2, dated October 13, 2014

WHEREAS, County Administrator Mark Houston did assure the Board of Supervisors that all claims had been properly documented and where necessary, purchase orders were obtained in advance as required by law; and

WHEREAS, the following is a summary of all claims and funds from which said claims are to be paid relative to the primary claims docket dated October 20, 2014:

Fund	Claim Nos.	No. of Claims	Amount
001	65 to 168	95	268,244.06
012	10 to 10	1	49.95
015	2 to 3	1	65,381.99
095	1 to 1	1	451.25
097	3 to 4	2	2,653.58
105	9 to 26	17	17,701.19
121	3 to 3	1	19.77
150	15 to 56	36	131,192.86
160	4 to 4	1	4,840.00
190	5 to 5	1	939.68
192	4 to 4	1	1,800.00
226	6 to 6		2,500.00
312	1 to 1	1	31,200.00
314	1 to 1	1	15,500.00
401	1 to 2		14,948.90
655	1 to 1	1	90,188.60
672	1 to 1	1	1,635.00
675	1 to 1	1	5,715.25
690	1 to 1	1	421.73
691	1 to 1	1	421.73
TOTAL ALL FUNDS		164	655,805.54

Thereafter and following discussion, Mr. Gerald Steen did offer and Mr. Paul Griffin did second a motion to approve the claims docket as presented. Said motion directed that invoice numbers should be attached to each claim on the claims docket and further directed the Chancery Clerk to publish the Summary of Claims as required by law and to authorize the Board President to sign and approve the Claims Docket, a copy of which may be found in the Miscellaneous Appendix to these Minutes together with a separate Resolution approving payment of said claims, which Resolution is attached hereto as Exhibit V, spread hereupon, and incorporated herein by reference. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

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the matter carried unanimously and said General Claims Docket and Payroll Docket No. 1 and 2 were and are hereby approved, and the Chancery Clerk was and is instructed to issue pay warrants accordingly.

SO ORDERED this the 20th day of October, 2014.

In re: Approval of Claims of Fleetcor Technologies

Thereafter, Mr. Houston presented a supplemental claims docket also dated October 20, 2014 containing the claims of Fleetcor Technologies and requested the Board's consideration thereof,

Mr. Paul Griffin did offer and Mr. John Bell Crosby did second a motion to approve that certain supplementary claims docket containing the claims of Fleetcor Technologies. Said motion directed that invoice numbers should be attached to each claim listed on the supplemental docket and further directed the Chancery Clerk to include said claims in the Summary of Claims to be published as required by law and to authorize the Board President to sign and approve the same, a copy of which may be found in the Miscellaneous Appendix to these Minutes. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Not Present and Not Voting ¹
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said Held Claims were and are hereby approved, and the Chancery Clerk was and is instructed to issue pay warrants accordingly.

SO ORDERED this the 20th day of October, 2014.

In re: Correction, Nunc Pro Tunc, of the Minutes of July 7, 2014

At the request and suggestion of Chancery Clerk Ronny Lott and for the reasons set forth in those certain memoranda to the Board dated October 20, 2014, true and correct copies of which may be found in the Miscellaneous Appendix to these Minutes, Mr. Gerald Steen did offer and Mr. Paul Griffin did second a motion to correct those certain items as reflected on pages 10 and 11 of the Minutes of the July 7, 2014 meeting of the Board to read as follows:

In re: Discussion of Bozeman Road and Reunion Parkway Phase 3 LPA Projects

WHEREAS, Mr. Warnock requested the Board authorize the LPA Chief Official (Board President) to request activation of the Bozeman Road Widening and the Reunion, Phase 3 LPA Projects,

Following discussion, Mr. Ronny Lott did offer and Mr. John Bell Crosby did second a motion to (1) appoint Board President Karl Banks as the Chief LPA Officer, County Administrator Mark Houston as the LPA Director and Board Attorney Mike Espy as LPA Manager and (2) authorize the LPA Chief Official (Board President) to request activation of the Bozeman Road Widening and Reunion Parkway Phase 3 LPA Projects. The vote on the matter being as follows:

¹Prior to consideration of this item of business, Mr. Steen excused himself from the meeting, departed the meeting room and did not participate in discussion of deliberation of this matter whatsoever.

President's Initials: _____

Date Signed: _____

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and Mr. Banks, Mr. Houston and Mr. Espy were and are hereby appointed and the Board President was and is hereby authorized to request activation of the Bozeman Road Widening and Reunion Parkway Phase 3 LPA Projects.

SO ORDERED this the 20th day of October, 2014.

***In re: Rescinding the Board’s Action of April 21, 2014
Approving Distribution of MDOT Settlement Funds***

Following discussion, Mr. John Bell Crosby did offer and Mr. Gerald Steen did second a motion to rescind the Board's action on April 21, 2014 approving and adopting that certain spreadsheet entitled “MDOT Settlement Amendment April 21, 2014,” as referenced in Exhibit BB of said April 21, 2014 Minutes. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said action taken on April 21, 2014 was and is hereby rescinded.

SO ORDERED this the 20th day of October, 2014.

THERE BEING NO FURTHER BUSINESS to come before the Board of Supervisors of Madison County, Mississippi, upon the above motion having been duly made by Supervisor John Bell Crosby and seconded by Supervisor Paul Griffin and approved by the unanimous vote of those present, the October, 2014 term of the Madison County Board of Supervisors was adjourned.

Karl M. Banks, President
Madison County Board of Supervisors

Date signed: _____

ATTEST:

Ronny Lott, Chancery Clerk

President’s Initials: _____

Date Signed: _____

President's Initials: _____
Date Signed: _____