

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

REGULAR MEETING OF OCTOBER 17, 2005  
Recessed from regular meeting conducted on October 3, 2005

BE IT REMEMBERED that the regular meeting of the Board of Supervisors of Madison County, Mississippi was duly convened, held and conducted on October 17, 2005, in the Law Library on the second floor of the Madison County Circuit Courthouse in Canton, Mississippi, as follows, to-wit:

The President of the Board, Paul Griffin, presided and called the meeting to order. The following members were present that day:

Present:

Supervisor Douglas L. Jones  
Supervisor Tim Johnson  
Supervisor Andy Taggart  
Supervisor Karl M. Banks  
Supervisor Paul Griffin  
Sheriff Toby Trowbridge  
Chancery Clerk Arthur Johnston

Absent:

Also in attendance:

County Administrator Donnie Caughman  
County Comptroller Mark Houston  
County Purchase Clerk Hardy Crunk  
Board Secretary Cynthia Parker  
Board Attorney Edmund Brunini, Jr.

The President announced that the members of the Board present constituted a quorum and declared the meeting duly convened. Supervisor Douglas L. Jones opened the meeting with a prayer and Supervisor Tim Johnson led the members and the audience in the Pledge of Allegiance to the Flag of the United States of America.

County Administrator Donnie Caughman then announced that Peggy Runnels, Myrtis Sims, Quandice Green, and Loretta Davis Phillips were named Madison County's Employees of the Quarter. Thereafter, the Board President offered comments about the work and consistency of performance of these four individuals, and the Board issued its deep appreciation for their outstanding service.

***In re: Approval of Consent Agenda Items***

WHEREAS, the Board President did announce that he and County Administrator Donnie Caughman had conferred in advance of the meeting as to certain matters denominated "Consent Items" which bear Item numbers (2) through (11) 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

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WHEREAS, Mr. Caughman pointed out that Item (10) was the same as Item (2) and, consequently, Item (10) should be removed from the Consent Agenda,

WHEREAS, Supervisor Andy Taggart did request that Items (2) and (3) be removed from the consent agenda and addressed separately, and

WHEREAS, the following items were taken up as "Consent Items," to-wit:

**(4) Acknowledgment of Emergency Purchase Declaration**

The Emergency Purchase Declaration executed on October 10, 2005 by Chancery Clerk Arthur Johnston, a true and correct copy of which is attached hereto as Exhibit A, spread hereupon and incorporated herein by reference, was and is hereby ratified and the facts set forth therein as well as the actions taken in conjunction therewith were and are hereby approved.

**(5) Approval of Final Orders - Ad Valorem Taxation Exemptions**

The Final Orders of the Mississippi State Tax Commission approving ad valorem tax exemptions previously approved by this Board, true and correct copies of which may be found in the Miscellaneous Appendix to these Minutes were and are hereby acknowledged and finally approved in accordance with statute, subject to the provision that fire district taxes are not exempted, and the Chancery Clerk was and is hereby authorized to inform the affected taxpayers accordingly.

**(6) Authorization for Flu Vaccination - County Employees**

County employees were and are hereby authorized to receive flu vaccines at the Madison County Health Department at no charge to individual employees, the county to bear the expenses thereof.

**(7) Acknowledge Order Establishing Terms of Court - 11th Chancery Court District**

The Order of the Chancery Court of Madison County Mississippi dated September 21, 2005 establishing certain terms of court for the upcoming calendar year was and is hereby acknowledged, attached hereto as Exhibit B, spread hereupon, and incorporated herein by reference.

**(8) Authorize Advertisement for Term Bids - Hot Spray Paint Traffic Striping**

County Purchase Clerk Hardy Crunk was and is hereby authorized and directed to prepare an advertisement for term bids for the period November 21, 2005 to June 30, 2007 for Hot Spray Paint Traffic Striping and the Chancery Clerk was and is hereby authorized to cause the same to be published in accordance with law.

**(9) Authorize Trade-in of Telephone Equipment**

The request of County Purchase Clerk Hardy Crunk to (1) transfer a surplus voice over converter from the Information Technology Department to the Road Department; (2) decrease the value of the Justice Court telephone system on the IT Department's inventory by \$1,669.04; and (3) authorize the trade in of said converter at a trade in value of \$1,669.04 to the company providing said Purchase Clerk with the lowest and best quote for the Road Department's new telephone system was and is approved.

**(11) Acceptance of Utility Permits**

The following permits allowing use and occupancy for the construction or adjustment of a utility

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within certain roads or highway rights of way were and are hereby approved, and copies thereof may be found in the Miscellaneous Appendix to these Minutes:

- (1) Bear Creek Water Association, Inc. - seeking to install a sanitary sewer force main on Old Jackson Road between Sowell Road and Church Road
- (2) Bear Creek Water Association, Inc. - seeking to install a water main on Old Jackson Road between Sowell Road and Church Road

Thereafter, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to approve, adopt, and authorize each of the above and foregoing matters, the same being numbered Items (2) through (9) and (11). The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and each item was and is hereby approved, adopted and authorized.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Authorization for Bids - Multi-function Plotter, GIS Department***

Following discussion, Mr. Andy Taggart did move and Mr. Karl M. Banks did second a motion to approve the advertisement for bids for a large multi-function color copier, scanner, printer and plotter for use by the County's GIS Department in accordance with the amended specifications which are attached hereto as Exhibit C, spread hereupon and incorporated herein by reference. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and County Purchase Clerk Hardy Crunk was and is hereby directed to prepare the appropriate advertisement for bids and the Chancery Clerk was and is hereby authorized to cause the same to be published in accordance with law.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Approval of Temporary Employee - Road Department***

Following discussion, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to approve the hiring, on a temporary basis for a period of three (3) months beginning October 3, 2005, Ms. Silbrina Shanta Page in the position of Administrative Imaging Specialist at the rate of \$13.00 in accordance with the request of County Road Department Business Manager Bill Murphy. The vote on the matter being as follows:

Supervisor Douglas L. Jones	No
Supervisor Tim Johnson	Aye

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Supervisor Andy Taggart	No
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by a majority vote (3-2) of the Board and Ms. Page was and is hired accordingly.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Citizens Concerns***

During a period of citizens concerns, Mr. Charles Warwick did appear before the Board representing Citizens Against Madison Annexation, and requested the Board appropriate \$110,000 to that organization's efforts to oppose annexation by the City of Madison. Mr. Warwick was joined by Mr. David Cowden, Mr. Steve Leslie, Mr. Junior Harvey, Mr. Doug Britt, Mr. Howard Corder, Mr. John Crosby, and Ms. Lisa Markham. The Board took no action on the request.

***In re: Issuance of General Obligation Bonds, Series 2005, 2001 Road and Bridge Bond Refunding Project***

The Board of Supervisors of Madison County, Mississippi (the "County"), took up for further consideration the matter of the issuance of General Obligation Refunding Bond, Series 2005 (MS Bond Program - 2001 Road and Bridge Bond Refunding Project), of said County, in the principal amount of not to exceed Twenty Million Dollars (\$20,000,000). After a discussion of the subject, Supervisor Karl M. Banks offered and moved the adoption of the following resolution:

**RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND, SERIES 2005 (MS BOND PROGRAM - 2001 ROAD AND BRIDGE BOND REFUNDING PROJECT), OF MADISON COUNTY, MISSISSIPPI IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) TO RAISE MONEY FOR THE PURPOSE OF FINANCING (1) THE ADVANCED REFUNDING AND REFINANCING OF A PORTION OF THE COUNTY'S \$23,500,000 GENERAL OBLIGATION ROAD AND BRIDGE BOND, SERIES 2001, DATED JANUARY 1, 2001, AND (2) PAYING THE COST OF ISSUANCE OF THE COUNTY BOND AND THE BANK BONDS, AS DEFINED HEREIN; ADOPTING AND/OR AUTHORIZING CERTAIN FINANCING DOCUMENTS IN CONNECTION WITH THE SALE AND ISSUANCE OF THE COUNTY BOND AND THE BANK BONDS; AND FOR RELATED PURPOSES.**

WHEREAS, the Board of Supervisors of Madison County, Mississippi, acting for and on behalf of said Madison County, Mississippi, 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 together the Refunding Act and the Bank Act.

"Additional Bonds" shall mean bonds, if any, issued in one or more series on a parity with the County Bond pursuant to Section 22 hereof.

"Administration Agreement" means the Administration Agreement, to be dated the date

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of delivery of the County Bond, by and among the Purchaser, the County and the Administrator, whereby the County has employed the Administrator to consult with and advise the County regarding its duties, responsibilities and covenants under this County Bond Resolution and the County Bond and to perform certain other services as requested by the County as provided in the Administration Agreement, including compliance with the provisions of the Indenture.

"Administrator" means Government Consultants, Inc., Jackson, Mississippi.

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

"Authorized Officer" means the President of the Governing Body, the Clerk of the County, the County Administrator and the 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.

"Bank" shall mean the Mississippi Development Bank.

"Bank Act" shall mean Sections 31-25-1 et seq. of the Mississippi Code of 1972, as amended, specifically including, but not limited to, Section 31-25-27 and 31-25-28 thereof.

"Bank Bonds" shall mean the not to exceed \$20,000,000 Mississippi Development Bank Special Obligation Refunding Bonds, Series 2005 (MS Bond Program - Madison County, Mississippi General Obligation 2001 Road and Bridge Bonds Refunding Project), authorized to be issued by the Purchaser pursuant to the Bank Act and the terms and conditions of the Indenture.

"Bond Counsel" shall mean Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi.

"Bond Insurance Policy" means the municipal bond insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Bank Bonds.

"Bond Insurer" means Ambac Assurance Corporation, a Wisconsin domiciled stock insurance company, the provider of the Bond Insurance Policy insuring the Bank Bonds.

"Clerk" shall mean the Chancery Clerk of the County.

"County" shall mean Madison County, Mississippi.

"County Bond" or "Bond" shall mean the not to exceed \$20,000,000 General Obligation Refunding Bond, Series 2005 (MS Bond Program - 2001 Road and Bridge Bond Refunding Project), of the County authorized and directed to be issued in this resolution pursuant to the County Act and the Bank Act.

"County Bond Payments" shall mean the payments required of the County hereunder as provided in Sections 3 and 12 hereof.

"County Bond Resolution" shall mean this resolution.

"Escrow Agent" means Trustmark National Bank, Jackson, Mississippi, as escrow agent under that certain Escrow Agreement by and among the County, the Bank and the Escrow Agent to provide for the advanced refunding of the Refunded Bonds.

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

"Indenture" shall mean that certain Trust Indenture to be dated the delivery date of the Bank Bonds, by and between the Purchaser and Hancock Bank, Gulfport, Mississippi, as trustee, pursuant to which the Bank Bonds are issued. A copy of the substantial form of the Indenture is attached as Exhibit A hereto.

"Interest Payment Date" shall be the date or dates, as applicable, described in Section 3.2(g) of the Indenture as the interest payment dates of the Bank Bonds.

"Paying 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 County Bond and shall initially be Hancock Bank, Gulfport, Mississippi.

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

"President" shall mean the president of the Board of Supervisors of Madison County, Mississippi.

"Project" shall mean financing (I) the Refunding Project and (ii) costs of issuance of the County Bond and the Bank Bonds.

"Purchaser" shall mean the Mississippi Development Bank, a public corporation of the State of Mississippi created pursuant to the Bank Act.

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

"Record Date" shall have the meaning given to it in Section 1.01 of the Indenture.

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

"Refunded Bank Bonds" means the outstanding maturities of the Bank's \$23,500,000 Special Obligation Bonds, Series 2001 (Madison County, Mississippi General Obligation Road and Bridge Bond Project), dated January 1, 2001, maturing in the years 2014 through and including 2026.

"Refunded Bonds" means, together, the Refunded Bank Bonds and the Refunded County Bond.

"Refunded County Bond" means an amount of the County's outstanding \$23,500,000 General Obligation Road and Bridge Bond, Series 2001, dated January 1, 2001, which corresponds to the Refunded Bank Bonds.

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

"Refunding Project" means providing funds to the County from a portion of the proceeds of the Bonds and other moneys of the County to finance the advanced refunding of the Refunded Bonds.

"Regular Record Date" shall have the meaning given to it in Section 3.2(h) of the Indenture.

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

"Remarketing Agent" shall mean the entity selected by the Purchaser and approved by the County to be the remarketing agent under the Remarketing Agreement.

"Remarketing Agreement" means the Remarketing Agreement to be dated the delivery date of the Bank Bonds, by and among the County, the Purchaser and the Remarketing Agent, which provides for the remarketing by the Remarketing Agent of any Tendered Bonds (as defined in the Indenture).

"Swap Agreement" shall mean a written agreement approved as to form and substance by the Bond Insurer between the Bank and a Swap Counterparty whereby the Bank is entitled to receive on each Swap Payment Date a floating interest rate payment on a notional amount (such notional amount is equal to the principal amount of the Bank Bonds outstanding at the time the Swap Agreement is executed and such notional amount shall be reduced from time to time in accordance with the terms of the Swap Agreement) calculated in accordance with the Confirmation of the Swap Agreement, and the Bank is obligated to pay to the Swap Counterparty the Swap Payments.

"Swap Counterparty" shall mean a financial institution with debt rated, or its obligations under the Swap Agreement are guaranteed or insured by a financial institution with debt or claims paying ability which is rated, "AA" or better by S&P and "Aa" or better by Moody's on the date the Swap Agreement is executed by the Bank and the Swap Counterparty and that is acceptable to the Bond Insurer. The initial Swap Counterparty is Bear Stearns Financial Products Inc.

"Swap Payment" shall mean, with respect to a notional principal amount as established pursuant to a Swap Agreement (as reduced from time to time in accordance therewith), an amount payable to a Swap Counterparty equal to the amount of interest accruing on such notional amount at a fixed interest rate computed in accordance with such Swap Agreement, but excluding any Termination Payments.

"Swap Payment Date" shall mean the date upon which each Swap Payment is due to a Swap Counterparty, or each Swap Receipt is due to the Bank, which shall be the payment dates defined in the Confirmation to the Swap Agreement.

"Swap Receipts" shall mean the amounts payable by a Swap Counterparty in respect of the notional principal amount pursuant to the terms of a Swap Agreement, including any Termination Payments.

"Termination Payment" shall mean an amount payable by the Bank or a Swap Counterparty upon termination or partial termination of a Swap Agreement, which shall be a junior and subordinate lien to the lien securing payments due on the Bank Bonds under the Indenture.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of the owner of the County Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body, and shall initially be Hancock Bank, Gulfport, Mississippi.

"Trustee" shall mean Hancock Bank, Gulfport, Mississippi, as trustee under the Indenture.

"2005 Bond Fund" shall mean the Madison County, Mississippi General Obligation

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Refunding Bond, Series 2005 (MSBond Program - 2001 Road and Bridge Bond Refunding Project), 2005 Bond Fund provided for in Section 12 hereof.

"Underwriter" shall mean Bear, Stearns & Co. Inc. as original purchaser of the Bank Bonds.

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 Governing Body is authorized and empowered by the provisions of the Refunding Act to issue the County Bond without an election on the question of the issuance thereof and is authorized to issue the County Bond pursuant to Sections 19-9-1 through 19-9-31 of the Mississippi Code of 1972, as amended, or as may be otherwise provided by law, including the Bank Act.

3. The County, the Purchaser and the Administrator, will enter an Administration Agreement, whereby the Administrator will consult with and advise the County regarding its duties, responsibilities and covenants under the County Bond Resolution and the County Bond and to perform certain other services as requested by the County as provided in the Administration Agreement, including compliance with the provisions of the Indenture

4. It has now become necessary to make provision for the preparation, execution and issuance of said County Bond.

**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 the County Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the County and the Registered Owner from time to time of the County Bond. 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 Owner shall be for the benefit, protection and security of the Registered Owner of the County Bond.

Section 2. The County Bond is hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Twenty Million Dollars (\$20,000,000) to raise money for the Project as authorized by the Act. The Governing Body is now authorized and empowered by the provisions of the County Act to issue the County Bond without an election on the question of the issuance thereof and is authorized to issue the County Bond pursuant to the Refunding Act, or as may be otherwise provided by law, including the Bank Act.

Section 3. (a) Payments of interest on the County Bond shall be made to the Regular 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 Regular Record Date Registered Owner in lawful money of the United States of America..

(b) The County Bond shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in a single denomination equal to the principal amount thereof; shall be numbered one; shall bear interest from the date thereof at the rate or rates borne by (and in the interest rate mode of) the Bank Bonds (as provided in the Indenture), payable on an Interest Payment Date; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture.

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(c) The County Bond is subject to redemption at the option of the County and scheduled mandatory redemption prior to maturity thereof only at the times, to the extent, in the manner and in the amounts that the Bank Bonds are subject to optional and mandatory redemption as provided in Section 3.4 of the Indenture. The County shall provide proper notices to the Bank and the Trustee as provided in Section 3.4 of the Indenture in the event the County elects to redeem the County Bond or any portion thereof, and redemption of the County Bond or portion thereof shall be as provided in said Section 3.4. It is intended that redemption of the County Bond may only occur through the processes provided in the Indenture, and the County hereby accepts such redemption provisions by this reference.

(d) Notice of redemption identifying the portion of the County Bond to be redeemed shall be given to the Registered Owner thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. From and after such redemption date, interest with respect to such portion the County Bond to be redeemed will cease to accrue.

(e) So long as any Swap Agreement is in effect, no optional redemption of the County Bond pursuant to Section 3.4(a)(1) of the Indenture shall be effected unless any Termination Payment due in respect of such termination of any Swap Agreement has been paid by the County as a payment under this Bond Resolution pursuant to the Indenture in accordance with the provisions of Section 3.4(a)(1) of the Indenture and in accordance with the provisions of any such Swap Agreement.

Section 4. (a) When the County Bond 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 the County Bond, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 6.

(b) The County Bond 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 County Bond, 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 County Bond 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 County Bond shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the County Bond, and the final, unqualified approving opinion of Co-Bond Counsel, which opinion shall be imprinted on the County Bond.

(d) Prior to or simultaneously with the delivery of the County Bond by the Transfer Agent, 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 County Bond; and

(ii) an authorization to the Transfer Agent, signed by an Authorized Officer, to authenticate and deliver the County Bond to the Purchaser.

(e) At delivery, the Transfer Agent shall authenticate the County Bond and deliver it to the Purchaser thereof upon payment of the purchase price of the County Bond to the County.

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**Date Signed:** \_\_\_\_\_

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Section 5 (a) The County hereby appoints Hancock Bank, Gulfport, Mississippi, as the Paying Agent, Trustee and Transfer Agent for the County Bond. The County specifically reserves the right to hereafter designate a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

(b) So long as the County Bond shall remain outstanding, the County shall maintain with the Transfer Agent records for the registration and transfer of the County Bond. The Transfer Agent is hereby appointed registrar for the County Bond, 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, the County Bond if 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 the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 9.10 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 9.10 of the Indenture.

(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, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(iv) The provisions of Section 9.11 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

(v) 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.

(vi) The County will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the County Bond.

(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.

Section 6. The County Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

**President's Initials:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

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\_\_\_\_\_ Dollars (\$) \_\_\_\_\_) to raise money for the purpose of (I) refunding certain of the outstanding amount of the \$23,500,000 Madison County, Mississippi General Obligation Road and Bridge Bond, Series 2001, dated January 1, 2001 (the "Refunding Project"), and (iii) to pay the costs of issuance of this Bond and the Bank Bonds (defined below).

The County will duly and punctually pay the principal of, premium, if any, and interest on this Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon this Bond, the County agrees to make payments upon this Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on Mississippi Development Bank Special Obligation Refunding Bonds, Series 2005 (MSBond Program - Madison County, Mississippi General Obligation 2001 Road and Bridge Bonds Refunding Project) (the "Bank Bonds"), outstanding under the Trust Indenture by and between the Mississippi Development Bank and Hancock Bank, Gulfport, Mississippi, as trustee (the "Trustee"), dated \_\_\_\_\_, 2005 (the "Indenture"), when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption, optional redemption, mandatory tender, optional tender or acceleration.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Registered Owner, the rights, duties and obligations of the County and the Registered Owner and the terms upon which the Bond is or may be issued and secured.

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 Bond is 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 2005 Bond Fund of the Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bond due during the ensuing fiscal year of the County, in 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 Bond as the same falls due.

This Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture; this Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The County and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums or paid, and neither the County nor the Trustee shall be affected by any notice to the contrary.

This Bond shall only be redeemed under the Bond Resolution to the extent and in the

**President's Initials:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

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manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

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 this Bond, in order to make the same legal and binding general obligation 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, on this the \_\_\_\_ day of \_\_\_\_\_, 2005.

MADISON COUNTY, MISSISSIPPI

BY: \_\_\_\_\_  
President, Board of Supervisors

COUNTERSIGNED:

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

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This Bond is the Bond described in the within mentioned Bond Resolution and is the General Obligation Refunding Bond, Series 2005 (MSBond Program - 2001 Road and Bridge Bond Refunding Project) of Madison County, Mississippi.

HANCOCK BANK,  
Gulfport, Mississippi,  
as Transfer Agent

BY: \_\_\_\_\_  
Authorized Signatory

Date of Registration and Authentication: \_\_\_\_\_

**REGISTRATION AND VALIDATION CERTIFICATE**

STATE OF MISSISSIPPI  
COUNTY OF MADISON

**President's Initials:** \_\_\_\_\_  
**Date Signed:** \_\_\_\_\_

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 \_\_\_\_\_, 2005.

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

STATEMENT OF INSURANCE

[to be provided]

[END OF BOND FORM]

Section 7. In case the County 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, his filing with the County or Transfer Agent evidence satisfactory to them that the County Bond was stolen, destroyed or lost, and of its 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 8. For the purpose of effectuating and providing for the payment of the principal of and interest on the County Bond 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 County Bond; 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 2005 Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the County Bond due during the ensuing fiscal year of the County, in accordance with the provisions of this Bond Resolution. 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 County Bond 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 County Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the County Bond, both as to principal and interest.

The County further agrees to pay to the Trustee for the account of the Purchaser an amount equal to Swap Payments, Termination Payments and any other obligations of the Purchaser under any Swap Agreement, in the amounts and in the manner provided in any such Swap Agreement and the Indenture, all in order that the Purchaser can cause amounts to be deposited in the Swap Account of the Debt Service Fund under the Indenture for the payment of

**President's Initials:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

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Swap Payments, any Termination Payment under a Swap Agreement and to pay any other amounts due under any Swap Agreement. Any payment to be made by the County under this paragraph shall be an additional obligation of the County to be paid in accordance with the provisions of the first paragraph of this Section 8.

Section 9. Only if the County Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the County Bond be entitled to the rights, benefits and security of this Bond Resolution. The County Bond shall not 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 the County 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 the County Bond that may be issued hereunder at any one time.

Section 10. Ownership of the County Bond shall be in the Purchaser or its assignee. The Person in whose name the County 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 the County 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 County Bond Payments shall be valid and effectual to satisfy and discharge the liability upon the County Bond to the extent of the sum or sums so paid.

Section 11. The County Bond shall be transferable only as provided in the Indenture. Upon the transfer of the County Bond, the County, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond.

Section 12 (a) The County hereby establishes the 2005 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the County Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2005 Bond Fund as and when received:

(i) Payments by the County into the 2005 Bond Fund from taxes levied and collected by the County pursuant to pursuant to Section 8 hereof;

(ii) Any income received from investment of monies in the 2005 Bond Fund; and

(iii) Any other funds available to the County which may be lawfully used for payment of the principal of, premium, if any, and interest on the County Bond or for other obligations of the County which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2005 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the County Bond or the Bank Bonds remain outstanding and/or other obligations of the County remain outstanding hereunder or under the Indenture, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2005 Bond Fund sufficient monies to make the payments necessary (the "County Bond Payments") to pay (I) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional payments necessary and required as obligations of the County hereunder or under the Indenture, including, but not limited to payments under any Swap Agreement, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any,

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on the Bank Bonds shall become due, or in such time as may be required for any other payments regarding the Bank Bonds shall become due, respectively, including on or before any Swap Payment Date. The Trustee shall deposit all County Bond Payments received in the Debt Service Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

(c) The County hereby agrees to pay each month to the Trustee the amount detailed in Section 9.14(f) of the Indenture as an addition to the Auction Rate, Weekly Rate or Term Rate, as applicable, or such other amount as the County may provide in writing to the Trustee, which amount when paid shall be deposited by the Trustee into the Servicing Account of the Debt Service Fund established in the Indenture to provide for the auction fees pursuant to the Auction Agreement and the Broker-Dealer Agreement, remarketing fees, if any, the ongoing charges of any Rating Agency maintaining a rating on the Bonds, the ongoing charges of the Administrator, and any other ongoing charges associated with the Bonds. Pursuant to Section 9.14(f) of the Indenture, upon receipt of an invoice or statement for any such fees, the Trustee shall confirm the calculation of the noted charges pursuant to the Auction Agreement, Broker-Dealer Agreement, and the Administration Agreement or as otherwise may be applicable, and pay or disburse any such fees from the Servicing Account. At the end of each Bond Year any remaining funds in the Servicing Account shall be deposited into the Interest Account of the Debt Service Fund to be used to pay the interest portion of debt service due on the Bonds.

Section 13. Reserved.

Section 14. A portion of the proceeds received upon sale of the County Bond shall be remitted to the Escrow Agent to provide, together with other moneys available to the County, for the Refunding Project.

The balance of the proceeds received by the County from the sale of the County Bond following the deposits to be made pursuant to this Section 14, shall be retained by the Bank and deposited with the Trustee under the Indenture to be used for the payment of the costs of issuance and sale of the County Bond and the Bank Bonds as provided in the Indenture.

Section 15 (a) Payment of principal on the County Bond shall be made to the Regular Record Date Registered Owner thereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the Regular Record Date.

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

(c) Principal of and interest on the County Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner 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 and at the times as may be subsequently prescribed by the Transfer Agent.

Section 16. The County Bond shall 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 prepare a transcript of all legal papers and proceedings relating to the County Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

Section 17. The County hereby covenants that it will not make any use of the proceeds of the County Bond or do or suffer any other action that would cause: (I) the Bank Bonds to be

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**Date Signed:** \_\_\_\_\_

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"arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Bank Bonds to be included in the gross income of the registered owners thereof for federal income taxation purposes; or (iii) the interest on the Bank Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 18. The County represents as follows:

(a) The County shall take no action that would cause the Bank Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(b) The County shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The County will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds and, to the extent necessary, the County Bond.

Section 19. The County hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code ("Rebate") in the manner described in Regulation §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the County Bond and the Bank Bonds. In accordance therewith, the County shall:

(a) Within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year" (which shall be the five-year period ending on the date five years subsequent to the date of the closing, unless another date is selected by the Board of Supervisors of the County, and each succeeding fifth "bond year"), and within sixty (60) days of the date the County Bond is discharged the County shall (i) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the County, of "gross proceeds" of the Bank Bonds and the County Bond, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year": (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous County Bond Payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the County of gross proceeds of the Bank Bonds and the County Bond and (c) any other information required to comply with Section 148 of the Code.

(b) The County shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the County Bond and/or the Bank Bonds and each expenditure it makes with "gross proceeds". Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic County Bond Payments, period of compounding, yield to maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property".

Section 20. The County Bond shall be sold to the Purchaser based on the terms and conditions of the sale of the Bank Bonds by the Bank to the purchaser thereof. The Bank Bonds are being sold by negotiated sale, the result of which shall be approved by the President of the Board.

Section 21. The County hereby agrees for the benefit of the holder and beneficial owner

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of the County Bond for so long as it remains obligated to advance County Bond Payments to pay the County Bond to provide certain updated financial information and operating data annually, and timely notice of specified material events, to certain information vendors as set forth in this Section. This information will be available to securities brokers and others who subscribe to receive the information from the vendors.

The County will provide certain updated financial information and operating data to certain information vendors annually. The information to be updated includes all quantitative financial information and operating data with respect to the County of the general type included in the Official Statement in Appendix B under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION" and "DEBT INFORMATION" and other financial information set forth in Appendix E of the Official Statement. The County will update and provide this information within six months after the end of each fiscal year of the County ending in or after 2005. The County will provide the updated information to each nationally recognized municipal securities information repository ("NRMSIR") and to any state information depository ("SID") that is designated by the State of Mississippi and approved by the staff of the United States Securities and Exchange Commission (the "SEC").

The County may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by Securities Exchange Act 15c2-12 ("the SEC Rule 15c2-12"). The updated information will include audited financial statements, if the County's audit is completed by the required time. If audited financial statements are not available by the required time, the County will provide unaudited financial statements by such time and audited financial statements when the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles promulgated by the State of Mississippi or such other accounting principles as the County may be required to employ from time to time pursuant to law or regulation.

The County's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the County changes its fiscal year. If the County changes its fiscal year, it will notify each NRMSIR and any SID of the change.

Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the Chancery Clerk, Madison County Chancery Courthouse, 146 West Center Street, Canton, Mississippi 39046, Telephone Number: (601) 855-5526.

The County will also provide timely notices of certain events to certain information vendors. The County will provide notice of any of the following events with respect to the County Bond, if such event is material to a decision to purchase or sell the County Bond: (1) principal and interest payment delinquencies; (2) non-payment related defaults; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions or events affecting the tax-exempt status of the Bank Bonds; (7) modifications to rights of holder of the County Bond; (8) Bond calls; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the County Bond; and (11) rating changes. This Bond Resolution makes no provisions for debt service reserves. In addition, the County will provide timely notice of any failure by the County to provide information, data, or financial statements in accordance with its agreement described above under paragraphs 2, 3 and 4 of this Section. The County will provide each notice described in this paragraph to any SID and to either each NRMSIR or the Municipal Securities Rulemaking Board ("MSRB").

The County has agreed to provide the foregoing information to NRMSIRs or the MSRB and any SID. The information will be available to the holder of the County Bond only if the holder complies with the procedures and pay the charges established by such information vendors

**President's Initials:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

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or obtain the information through securities brokers who do so.

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 the County Bond 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 the holder or beneficial owner of the County Bond 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 SEC Rule 15c2-12 at the date of sale of the County Bond, taking into account any amendments or interpretations of the SEC Rule 15c2-12 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 holder and beneficial owner of the County Bond. If any such amendment is made, the County will include in its next annual update 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 22. The County may issue Additional Bonds in one or more series with the consent of the Bank pursuant to a supplement to this Bond Resolution to provide funds for approved projects of the County so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; (b) there shall have been filed with the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected; and (c) the issuance of Additional Bonds is permitted under the County Act.

Such series of Additional Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution authorizing the issuance of such series of Additional Bonds.

Refunding Bonds may be issued under and secured by a supplement to this Bond Resolution for the purpose of providing funds for the refunding of the County Bond and Additional Bonds, upon compliance with the provisions above.

It is intended that this Section 22 allow for the provision of Additional Bonds and refunding bonds commensurate with the ability of the Bank to issue additional Bank Bonds and refunding Bank Bonds as provided in Article V of the Indenture.

Section 23 (a) The Bank and the County, with the consent of the Trustee with respect to Sections 23(a)(iv) and (v) hereof, and with the consent of the Bond Insurer, but without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

(i) To cure any ambiguity or formal defect, inconsistency or provide omitted language in this Bond Resolution or to clarify matters or questions arising hereunder;

**President's Initials:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

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(ii) To add covenants and agreements for the purpose of further securing the obligations of the County hereunder;

(iii) To confirm as further assurance any mortgage or pledge of additional property, revenues, securities or funds;

(iv) To conform the provisions of this Bond Resolution in connection with the provisions of any supplements or amendments to the Indenture entered into pursuant to the provisions of Section 10.1 thereof,

(v) To provide any other modifications which, in the sole judgment of the Trustee, are not prejudicial to the interests of the holders of the Bank Bonds; or

(vi) To conform the covenants and provisions of the County contained herein to any different financial statement presentation required by the Financial Accounting Standard Board which is different than the presentation required as of the date of issuance of the County Bond, so long as the effect of such conformed covenants and provisions is substantially identical to the effect of the covenants and provisions as in effect on the date of issuance of the County Bond.

(b) The provisions of this Bond Resolution may be amended with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Bank Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the County shall request the Trustee to consent to a proposed amendment for any of the purposes of Section 23(b), the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 90 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the County or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof Upon the execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the County before such supplement or amendment may become effective.

(e) No supplemental agreement or amendment shall be executed and delivered pursuant hereto without prior written notice having been given by the County to any nationally recognized municipal bond rating agency then maintaining a rating on the Bank Bonds and/or the County of the County's intention to execute such supplemental agreement or amendment not less than 15 days in advance of the execution of said supplemental agreement or amendment.

Section 24. The Governing Body hereby employs the law firm of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, as Bond Counsel, Brunini, Grantham, Grower

**President's Initials:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

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& Hewes, PLLC, Jackson, Mississippi, as the County's Counsel and Government Consultants, Inc., Jackson, Mississippi as Financial Advisor, and authorizes such entities to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the issuance of such Bank Bonds. The Governing Body approves of the designation by the Bank of Bear, Stearns & Co. Inc. as the Underwriter of the Bank Bonds. No fee will be due to Bond Counsel, the County's Counsel, the Underwriter, Underwriter's Counsel or the Financial Advisor unless the Bank Bonds and the County Bond are issued.

Section 25. The President and/or the Clerk of the Governing Body of the County, is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the date of issuance and delivery of the Bank Bonds and the County Bond the costs of issuance thereof; provided, however, total costs of issuance for said Bank Bonds and County Bond shall not exceed 3.00% of the par amount of the Bank Bonds, which amount includes the premium for municipal bond insurance.

Section 26. The County hereby approves and acknowledges the Indenture and the terms and provisions thereof in the form attached as Exhibit A to this Bond Resolution, and the County recognizes that many items governing the terms and conditions of the County Bond are based upon terms, limitations and conditions provided in the attached Indenture. Hancock Bank is hereby approved as the Trustee for the Bank Bonds under the Indenture.

Section 27. The County hereby understands and agrees that pursuant to the terms of the Auction Agreement and the Broker-Dealer Agreement, the Auction Agent and the Broker-Dealer will be responsible for pricing and selling the Bank Bonds at auction during each Auction Period, as provided in the Indenture, and that the County, as conduit obligor of the Bank Bonds, has certain obligations thereunder. The form of the Auction Agreement in the form submitted to this meeting as Exhibit B and made a part of this Resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The form of the Broker-Dealer Agreement in the form submitted to this meeting as Exhibit C and made a part of this Resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The President and the Clerk are hereby authorized and directed to approve the Auction Agreement and to execute and deliver the Broker-Dealer Agreement with such changes, insertions and omissions as may be approved by such officers, said agreement and execution being conclusive of such approval. The Bank of New York is hereby approved as the Auction Agent for the Bank Bonds and Bear, Stearns & Co. Inc. is hereby approved as the Broker-Dealer for the Bank Bonds.

Section 28. The Administration Agreement in the form as attached hereto as Exhibit D and made a part of this resolution as though set forth and full herein shall be, and the same hereby is, approved in substantially said form. The President is hereby authorized to execute and deliver the Administration Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. Pursuant to the Administration Agreement, the Administrator will consult with and advise the County regarding its duties, responsibilities and covenants under this County Bond Resolution and the County Bond and to perform certain other services as requested by the County as provided in the Administration Agreement, including compliance with the provisions of the Indenture.

Section 29. The Bank Bond Purchase Agreement, in the form as attached hereto as Exhibit E and made a part of this resolution as though set forth and full herein shall be, and the same hereby is, approved in substantially said form. The President and Clerk are hereby authorized to execute and deliver the Bank Bond Purchase Agreement with such changes, insertions and omissions as may be approved by either of such officers, said execution being conclusive evidence of such approval, including approval of the sale of the Bank Bonds to the Underwriter.

**President's Initials:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

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Section 30. The Bond Purchase Agreement for the County Bond (the "County Bond Purchase Agreement"), in the form as attached hereto as Exhibit F and made a part of this resolution as though set forth and full herein shall be, and the same hereby is, approved in substantially said form. The President and Clerk are hereby authorized to execute and deliver the County Bond Purchase Agreement with such changes, insertions and omissions as may be approved by either of such officers, said execution being conclusive evidence of such approval, including approval of the sale of the County Bond to the Bank.

Section 31. The Preliminary Official Statement, in the form submitted to this meeting and attached hereto as Exhibit G and made a part hereof, shall be, and the same hereby is, approved in substantially said form. The distribution by the Bank of the Preliminary Official Statement to the Underwriter is hereby authorized and approved. The President and the Clerk be, and each of them is hereby, authorized and directed to approve the form of and authorize the distribution of a final Official Statement in connection with the sale and issuance of the Bank Bonds in substantially the form of the Preliminary Official Statement.

Section 32. The form of the Escrow Agreement attached hereto as Exhibit H as submitted to this meeting and made a part of this Resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The President and Clerk are hereby authorized to execute and deliver the Escrow Agreement with such changes, insertions and omissions as may be approved by either of such officers, said execution being conclusive evidence of such approval. The Escrow Agent under the Escrow Agreement shall be the trustee for the Series 2001 Bonds, or any other initial Escrow Agent for the Escrow Agreement which meets the qualifications set forth in Section 3.07 of the Escrow Agreement and is approved by the County and the Executive Director of the Bank.

Section 33. The Governing Body hereby approves the refunding of the Refunded Bonds and the optional redemption of the Refunded Bonds on January 1, 2013, or at such other time as determined by the President upon advice from the County's financial advisor, Government Consultants, Inc.

Section 34. The Governing Body hereby approves the form of and the execution by the President or Clerk of the Board of Supervisors of the Notice of Refunding/Redemption attached hereto as Exhibit I for the Refunded Bonds and the Callable Bonds.

Section 35. The Governing Body hereby authorizes Bond Counsel and/or the Escrow Agent to make an initial application with the 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 investment requirements under the terms and conditions of the Escrow Agreement. Further, the Governing Body authorizes the preparation and submission of the final application for SLGS by Bond Counsel and/or the Escrow Agent.

Section 36. If the Bank executes a commitment for the provision of municipal bond insurance for the Bank Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Bank Bonds, the President is hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance in the Preliminary Official Statement as are approved by the Executive Director of the Bank evidenced by his execution of the commitment for said municipal bond insurance and other additional documents and certificates for the Bank Bonds. In anticipation of the issuance of a commitment by a municipal bond insurer for its municipal bond insurance, the County hereby approves the references to the municipal bond insurer, as the bond insurer, the municipal bond insurance policy, and related documents in the attached documents and the deletion or revision, as applicable, of said references if no bond insurer should provide a commitment (or an

**President's Initials:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

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acceptable commitment) for its municipal bond insurance.

Section 37. In order to provide for an interest rate swap in connection with the County Bond and the Bank Bonds, the County hereby approves the form of the Swap Agreement, attached hereto as Exhibit J, as submitted to this meeting and made a part of this resolution as though set forth in full herein, and the same hereby is, approved in substantially said form. The President, Board of Supervisors, and the Clerk, Board of Supervisors, are hereby authorized and directed to approve the Swap Agreement and any subsequent Confirmation thereto with such changes, insertions and omissions as may be approved by such officers, the execution of the Swap Agreement being conclusive evidence of such approval. The initial Swap Counterparty will be Bear Stearns Financial Products Inc.

Section 38. The execution of the Swap Agreement by the President, Board of Supervisors, is subject to the following parameters:

1. The Swap Agreement shall be for a term not to exceed 35 years;
2. The notional amount under the Swap Agreement shall in no event exceed the principal amount of the County Bond outstanding; and
3. The fixed interest rate on the Swap Agreement shall not exceed 7.00% per annum.

Section 39. The County hereby covenants as follows:

(a) To the extent allowed by law, the County hereby waives all immunity on the grounds of sovereignty or other similar grounds with respect to any action relating to the County's obligations owed to the Swap Counterparty under the Swap Agreement.

(b) As provided in Section 8 hereof, the County agrees to appropriate sufficient funds in each fiscal year to make any payments owed to any Swap Counterparty required to be made by the Bank under any Swap Agreement, including but not limited to, Swap Payments and Termination Payments.

Section 40. The President, Board of Supervisors, and/or Clerk, Board of Supervisors, are further authorized and directed to execute and deliver such additional documents and certificates which are required in connection with this Bond Resolution to provide for the sale, issuance and delivery of the County Bond and the Bank Bonds, including, without limitation, execution of documentation in connection with the Swap Agreement, the approval of the final Official Statement in connection with the Bank Bonds and for any municipal bond insurance, surety bond or other credit enhancement in connection with the Bank Bonds. If the date of the issuance and delivery of the Bank Bonds and the County Bond and/or the execution and delivery of any of the documents attached hereto and adopted hereby occurs after November, 2005, then the Governing Body of the County hereby fully authorizes the President and Clerk to approve all applicable and necessary changes to the documents attached hereto or otherwise and related to such change, the execution of said documents being conclusive evidence of such approval.

[The remainder of this page is intentionally left blank; signatures to follow.]

Section 41. 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 Resolution, Supervisor Tim Johnson seconded the motion for its adoption. The President put the question to a roll call vote, and the result was as follows:

Supervisor Doug Jones

voted: Aye

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Supervisor Tim Johnson	voted: Aye
Supervisor Andrew Taggart	voted: Aye
Supervisor Karl M. Banks	voted: Aye
Supervisor Paul Griffin	voted: 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 this the 17th day of October, 2005.

EXHIBIT A  
FORM OF THE INDENTURE

EXHIBIT B  
FORM OF THE AUCTION AGREEMENT

EXHIBIT C  
FORM OF THE BROKER-DEALER AGREEMENT

EXHIBIT D  
FORM OF THE ADMINISTRATION AGREEMENT

EXHIBIT E  
FORM OF THE BANK BONDS PURCHASE AGREEMENT

EXHIBIT F  
FORM OF THE COUNTY BOND PURCHASE AGREEMENT

EXHIBIT G  
FORM OF THE PRELIMINARY OFFICIAL STATEMENT

EXHIBIT H  
FORM OF THE ESCROW AGREEMENT

EXHIBIT I  
FORM OF REDEMPTION NOTICE

EXHIBIT J  
FORM OF THE SWAP AGREEMENT

***In re: Approval of 2005-2006 School Bus Turnaround List***

WHEREAS, County Road Manager Prentiss Guyton did appear before the Board and presented two lists of physical addresses, property owners and phone numbers, the locations for which had been approved by the Madison County School Board and the Canton Public School Board respectively, true and correct copies of which are attached hereto as Exhibits D and E, respectively, spread hereupon, and incorporated herein by reference, and

WHEREAS, Mr. Guyton did represent that said locations ought to be approved by this Board so that county road crews could begin maintenance thereon,

Following discussion, the Board President did offer and Mr. Tim Johnson did second a motion to adopt and approve said school bus turnaround lists. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
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Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	No
Supervisor Karl M. Banks	No
Supervisor Paul Griffin	Aye

the matter carried by a majority (3-2) vote of the Board and said locations were and are hereby approved as school bus turnarounds.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Approval of Claims Docket  
for October 17, 2005***

WHEREAS, the Board reviewed the claims docket for October 17, 2005; and

WHEREAS, the Chancery Clerk 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:

Fund	Claim Nos.	No. of Claims	Amount
001	3 to 117	115	264,511.74
012	1 to 7	7	4,981.64
013	2 to 2	1	44,257.50
097	1 to 12	12	17,901.32
105	1 to 5	5	138,042.39
113	1 to 2	2	5,087.00
114	1 to 13	1	1,006.56
115	1 to 2	2	13,453.26
116	1 to 13	1	99.47
120	1 to 6	6	1,143.81
121	1 to 2	2	110.35
150	6 to 52	47	168,123.38
160	2 to 7	6	26,795.25
190	1 to 2	2	287.23
401	1 to 4	4	24,695.98
682	4 to 4	1	40,328.28
TOTAL ALL FUNDS		214	750,825.16

Following discussion, Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to approve the claims docket, together with the invoice and claim from Fox Everett in the amount of \$19,724.24, with the exception of the following rejected claim:

**REJECTED CLAIM**

<b>Fund</b>	<b>Claim No.</b>	<b>Payee</b>	<b>Amount</b>
097	13	Baron Services, Inc.	\$839.96

Said motion directed that invoice numbers should be attached to each claim on the claims docket and the supplemental 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

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is attached hereto as Exhibit F, spread hereupon, and incorporated herein by reference. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Not Present and Not Voting <sup>1</sup>
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said Claims Docket was and is hereby approved with the exception of the above noted held item, and the Chancery Clerk was and is instructed to issue pay warrants accordingly.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Spreading the Budget for FY 2006  
for Madison County, Mississippi upon the Minutes***

WHEREAS, on September 15, 2005 the Madison County Board of Supervisors did approved a budget for FY 2006, a true and correct copy of which is attached hereto as Exhibit G, spread hereupon and incorporated herein by reference, and

WHEREAS, County Comptroller Mark Houston did appear before the Board and requested that the Board spread said budget upon the minutes of this Board during the month of October, 2005 to satisfy state statute and State Auditor requirements,

Following discussion, Mr. Karl M. Banks did offer and Mr. Andy Taggart did second a motion to spread hereupon the FY 2006 budget previously adopted by this Board. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Not Present and Not Voting
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said budget was and is spread hereupon.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Acknowledge Receipt of Pay Estimate No. Three (3) - Parkway South***

WHEREAS, County Engineer Rudy Warnock did appear before the Board and presented the Board with periodic pay estimate number 3, pertaining to the Galleria/Parkway East South development, a true and correct copy of which, together with a state of work and a material inventory, may be found in the Miscellaneous Appendix to these Minutes, and

WHEREAS, Mr. Warnock did report that said estimates and related documents had received his approval, except for certain payments pertaining to the Fontainelle residential

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<sup>1</sup>Prior to the call of the question, Mr. Johnson excused himself from the meeting.

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development in the amount of \$63,900, and

WHEREAS, Mr. Warnock did advise the Board that the Parkway East South Public Improvement District Board should sign off on and approve all invoices submitted for the project in order to insure accountability,

Following discussion, Mr. Karl M. Banks did offer and Mr. Tim Johnson<sup>2</sup> did second a motion to (1) acknowledge receipt of said pay estimate and related materials and approve the same with the exception of invoices/payments pertaining to Fontainelle totaling \$63,900, and (2) authorize and direct County Administrator Donnie Caughman to submit correspondence to the Parkway East South Public Improvement District Board that its president must also approve all future invoices and pay requests and must review and approve the previously submitted pay requests (nos. 1 and 2). The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said pay estimate and related materials were and are hereby approved with the exception of the aforesaid Fontainelle invoices, and Mr. Caughman was and is so authorized and instructed.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Authorization to Advertise Harvey Crossing Drainage Ditch Project***

WHEREAS, County Engineer Rudy Warnock did appear before the Board and requested authorization to advertise for bids for the Harvey Crossing Drainage Ditch Project and to prepare the necessary specifications therefor,

Following discussion, Mr. Douglas L. Jones did offer and Mr. Tim Johnson did second a motion to authorize and direct County Engineer Rudy Warnock to advertise for bids for the Harvey Crossing Drainage Ditch Project and to prepare the necessary specifications therefor. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and Mr. Warnock was and is so authorized.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

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<sup>2</sup>Prior to offering his second to the motion, Mr. Johnson returned to the meeting.

**President's Initials:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**In re: Reunion Parkway Phase II**

WHEREAS, County Engineer Rudy Warnock did appear before the Board and presented an update on the Reunion Parkway Phase II project and suggested that the Board approve a certain change order submitted by Dungin Engineering, a true and correct copy of which is attached hereto as Exhibit H, spread hereupon and incorporated herein by reference, and

WHEREAS, Mr. Warnock did recommend that the Board accept Option #3 reflected on said Exhibit (as built profile),

Following discussion, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to authorize and approve said change order as to Option #3 thereon. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said change order was and is hereby approved.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

**In re: Application of Reunion Golf & Country Club, LLC to Establish Resort Status**

WHEREAS Board Attorney Edmund L. Brunini, Jr. did appear before the Board and reported that the Board has been asked by Reunion Golf & Country Club, LLC to support its request for Resort Status for the Reunion Golf Club facilities, the purpose of which request is to expedite the granting of a liquor license, and

WHEREAS Mr. Brunini stated that in the normal course of events such status would, by statute, be automatically granted on the date that the Reunion subdivision, an entity controlled by Reunion, Inc., has 400 or 450 homes,

Following discussion, Mr. Karl M. Banks did offer and Mr. Tim Johnson did second a motion to direct Mr. Brunini to prepare correspondence to the State Tax Commission expressing the Board's support of the granting of a liquor license to the Reunion Golf & Country Club's facilities in an accelerated manner, conditioned upon (1) the liquor license being limited to Reunion Golf & Country Club, LLC, and being available to no other venue within the Reunion development, and (2) the Reunion Golf & Country Club, LLC agreeing to hours of operation in accord with the hours of operation established by applicable ordinances of the City of Madison. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and Mr. Brunini as and is instructed accordingly.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

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**Date Signed:** \_\_\_\_\_

**In re: Request to Advertise for Bids for  
Bozeman Road Hill Slide**

WHEREAS, County Engineer Rudy Warnock did appear before the Board and requested permission to advertise bids for Bozeman Road hill slide in light of receipt of plans,

Following discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to approve said request and authorize the advertisement for bids the Bozeman Road hill slide. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and Mr. Warnock was and is so authorized.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

**In re: Consideration of Warnock & Associates, Inc. to  
Provide Construction Oversight on Parkway East North**

Following discussion, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to approve Warnock & Associates, Inc. to provide construction oversight on Parkway East North Project. The vote on the matter being as follows:

Supervisor Douglas L. Jones	No
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	No
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by a majority vote of (3-2) of the Board and Warnock & Associates, Inc. was and is hereby approved to oversee construction of Parkway East North.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

**In re: Approval of Various 16th Section Leases**

WHEREAS, the Madison County School Board has approved the following 16th Section leases and forwarded them to the Board for review and approval, true and correct copies of which may be found in the Miscellaneous Appendix to these Minutes:

(1) Renegotiated Long Term Residential Lease Contract:

Lessees: Aline P. Allbritton  
Description: Lot 6, Madison Village Estates (Revised)  
Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 940.00
6 - 10	\$ 1,034.00

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11 - 15	\$ 1,128.00
16 - 20	\$ 1,222.00
21 - 25	\$ 1,316.00
26 - 30	\$ 1,410.00
31 - 35	\$ 1,504.00
36 - 40	\$ 1,598.00

(2) Long Term Residential Lease Contract:

Lessees: Thomas Clint Clardy, and wife Haley H. Clardy  
Description: Lot 20, Eastbrooke Estates Subdivision  
Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 350.00
6 - 10	\$ 385.00
11 - 15	\$ 420.00
16 - 20	\$ 455.00
21 - 25	\$ 490.00
26 - 30	\$ 525.00
31 - 35	\$ 560.00
36 - 40	\$ 595.00

(3) Amendment to 16<sup>th</sup> Section Other Property Lease Contract:

Lessees: First Baptist Church of Flora  
Description: Lot 10, Jones Addition to the Town of Flora  
Lease Term: Annual payments of \$504.00 ending September 18, 2034

(4) Amendment to 16<sup>th</sup> Section Other Property Lease Contract:

Lessees: First Baptist Church of Flora  
Description: Block 16 and E ½ of Block 9, West of Railroad in Jones Addition to the Town of Flora  
Lease Term: 40 years with annual payments of \$746.00 ending August 14, 2035

Following discussion, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to approve the 16th Section Leases as set forth above, as submitted by the Madison County School Board. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	No
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by a majority vote (4-1) of the Board and said leases were and are hereby approved.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

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**Date Signed:** \_\_\_\_\_

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***In re: Settlement of Claim of Dean Miller for Broken Water Main  
Due to Actions of Road Department Equipment***

WHEREAS, County Administrator Donnie Caughman did appear before the Board and presented the request of Dean Miller that the County pay his water bill for property located at 445 Mt. Pilgrim Road in the amount of \$638.72 due to the County road crew breaking the water main while clipping grass, and

Following discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to settle the claim of Dean Harris. The vote on the matter being as follows:

Supervisor Douglas L. Jones	No
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by a majority vote (4-1) of the Board and said settlement was and is hereby approved and the Chancery Clerk was and is hereby authorized and directed to issue a pay warrant accordingly.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Approval of Pileum Corporation Contract  
for Information Technology Assessment***

WHEREAS, County Administrator Donnie Caughman did appear before the Board and presented a contract from Pileum Corporation for an Information Technology Assessment, and

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

Following discussion, Mr. Tim Johnson did offer and Mr. Andy Taggart did second a motion to approve the said contract. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	No

the matter carried by a majority vote (4-1) of the Board and said contract was and is hereby approved.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Approval of Low Quote for Video Wall Display  
Unit for American Medical Response (AMR)***

WHEREAS, William Bassett, Director of American Medical Response and County Purchase Clerk Hardy Crunk did appear before the Board and presented that certain memorandum dated October 17, 2005, requesting approval of the purchase by the county of a video wall display unit from Technical Innovation, the lowest and best bidder in response to the

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advertisement for such equipment, a true and correct copy of which memorandum, together with the bid from Technical Innovation is attached hereto as Exhibit I, spread hereupon and incorporated herein by reference, and

WHEREAS, Mr. Crunk did also request approval to purchase said equipment on a 60-month lease purchase with the monthly payments to be made with annual grant funds,

Following discussion, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to (1) accept the low bid of Technical Innovation, (2) approve purchase via grant funds, and (3) approve financing arrangements contingent upon the Board Attorney's review and certification of 60-month lease purchase. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said bid was and is hereby accepted and the purchase of said video wall display was and is hereby approved on a 60 month lease-purchase agreement.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Entering into "Closed Session" to Determine Whether or not the Board Should Declare an Executive Session***

WHEREAS, the Board of Supervisors after beginning the meeting in open session, determined that it was necessary to enter into closed session for a brief discussion to ascertain whether an Executive Session was needed as to certain litigation matters, and

Following discussion and pursuant to the terms of Miss. Code Ann. § 25-41-7, as amended, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to make a closed determination upon the issue of whether or not to declare an Executive Session for the purpose of discussing litigation matters, with the following persons deemed necessary for Board discussions, deliberations, and recording of such Executive Session, to wit: members of the Board, Chancery Clerk Arthur Johnston, Board Attorney Edmund L. Brunini, Jr., County Administrator Donnie Caughman, County Comptroller Mark Houston, and Sheriff Toby Trowbridge. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and the Board took up the matter of entering into Executive Session.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Entering into Executive Session***

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WHEREAS, a discussion of the nature of the matters requiring Executive Session was had and the Board Attorney informed the Board that Board action was needed in connection with an offer to settle certain litigation to which the County was a party, and

Following discussion, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to enter into Executive Session to discuss litigation matters. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and President Griffin declared the Board of Supervisors to be in Executive Session for the consideration of such matters and the Board Attorney announced to the public the purpose for the Executive Session.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

Thereafter, and following a lengthy discussion, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to authorize the Board Attorney to offer a sum certain in an effort to settle the matter of G. Dewayne Self vs. Madison County Medical Center, bearing cause number 2000-459 on the docket of the Madison County Circuit Court. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and the Board Attorney was and is hereby so authorized.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

Following discussion, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to come out of Executive Session and direct the Board Attorney to announce to the public the nature of the action taken therein. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and Board Attorney Edmund L. Brunini, Jr. did announce to the public what was taken therein.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

***In re: Approve Five (5) Resolutions Condemning  
Segments of Gluckstadt Road***

WHEREAS, Johnny Brunini, Esq. of Brunini, Grantham, Grower & Hewes, LLC did appear before the Board and presented five (5) resolutions to condemn certain property along

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Gluckstadt Road, true and correct copies of which are attached hereto as Collective Exhibit J, spread hereupon and incorporated herein by reference.

Following discussion, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to adopt and approve said resolutions so as to authorize the condemnation of certain property along Gluckstadt Road, particularly certain parcels owned by (1) Morris Real Estate, LLC located in District One, (2) the State of Mississippi for use by the Mississippi State Tax Commission Alcohol Beverage Control Division located in District Four, (3) Iris Properties, LP and RMP Properties, LP located in District Four, (4) Wenstar Properties, LLP located in District One, and (5) Andrew and Angie Rushing located in District One. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and the Board President was and is hereby authorized to execute said resolutions.

SO ORDERED this the 17<sup>th</sup> day of October, 2005.

THERE BEING NO FURTHER BUSINESS to come before the Board of Supervisors of Madison County, Mississippi, upon motion duly made by Supervisor Tim Johnson and seconded by Supervisor Karl M. Banks and approved by the unanimous vote of those present, the meeting of the Board of Supervisors was recessed until Monday, October 24, 2005 at 9:00 a. m. to entertain certain public hearings as previously noticed, and to conduct any other business which may properly come before the Board.

\_\_\_\_\_  
Paul Griffin, President  
Madison County Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Arthur Johnston, Chancery Clerk

President's Initials: \_\_\_\_\_

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

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