

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

REGULAR MEETING OF APRIL 3, 2006  
Being the first day of the April Term of the Board of Supervisors

BE IT REMEMBERED that the regular meeting of the Board of Supervisors of Madison County, Mississippi was duly convened, held and conducted on April 3, 2006, in the County Law Library located on the second floor of the Madison County Circuit Courthouse in Canton, Mississippi, as follows, to-wit:

The President of the Board, Tim Johnson, 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:

None

Also in attendance:

County Administrator Donnie Caughman  
County Comptroller Mark Houston  
County Zoning Administrator Brad Sellers  
County Purchase Clerk Hardy Crunk  
Board Secretary and Deputy Chancery Clerk Cynthia Parker  
Board Attorney Edmund L. Brunini, Jr.

The President announced that the members of the Board present constituted a quorum and declared the meeting duly convened. Chancery Clerk Arthur Johnston opened the meeting with a prayer and Board Secretary and Deputy Chancery Clerk Cynthia Parker led the members and the audience in the Pledge of Allegiance to the Flag of the United States of America.

***In re: Approval of Minutes From March 2006 Term***

WHEREAS, Chancery Clerk Arthur Johnston did present the Board with the minutes of the previous meetings of the Board of Supervisors during the March 2006 term, said meetings having been conducted on March 6, 9, 13, 20 and 27, 2006,

Following discussion, Mr. Andy Taggart did offer and Mr. Douglas L. Jones did second a motion to approve the minutes as presented with certain editorial amendments and to authorize the President to sign said minutes after said corrections have been made. 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	Not Present and Not Voting

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

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

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the matter carried by the unanimous vote of those present and the minutes for the March 2006 term of the Board of Supervisors of Madison County were and are hereby approved as amended.

SO ORDERED this the 3<sup>rd</sup> day of April, 2006.

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

WHEREAS, President Johnson did announce that he and County Administrator Donnie Caughman had conferred in advance of the meeting and did recommend that Items (2) through (8) on the Agenda appeared to be routine, non-controversial matters on which all Supervisors were likely to agree, and could be taken up as Consent Items, and

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

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

**2. Authorize Renewal of Lease Agreement - The Catholic Diocese of Jackson**

The Lease Agreement between Madison County, Mississippi and the Most Reverend Joseph N. Latino, Bishop of the Catholic Diocese of Jackson, a true and correct copy of which is attached hereto as Exhibit A, spread hereupon and incorporated herein by reference was and is hereby approved. Board Attorney Edmund L. Brunini, Jr. stated that due to a potential conflict of interest, neither he nor representatives of his firm had any involvement whatsoever in the preparation of said Lease, nor did he or representatives of his firm provide any legal advice to the county regarding the same.

**3. Authorize Renewal of Lease Agreement - Madison Countians Allied Against Poverty**

The Lease Agreement between Madison County, Mississippi and Madison Countians Allied Against Poverty, a true and correct copy of which is attached hereto as Exhibit B, spread hereupon and incorporated herein by reference was and is hereby approved.

**4. Establishment of Just Compensation - Old Jackson Road Improvement Project**

As recommended by Woody Sample of Sample & Associates in that certain undated memorandum from him, and due to the Bracy family's refusal to accept an amount offered by the county prior to having an appraisal, just compensation for the permanent easement for the Bracy parcel on the Old Jackson Road Improvement Project was and is hereby established at \$3,205.00 based upon an appraisal by Mr. Jerry Mask.

**5. Acceptance of Bid for Tanker/Pumper Truck for Farmhaven Fire District**

As recommended by County Purchase Clerk Hardy Crunk and County Fire Coordinator Mack Pigg, the bid of Empire American LaFrance for a commercial 2-door pumper/tanker fire engine in the amount of \$140,829.00 was and is hereby accepted and awarded unto said firm. Mr. Crunk was and is hereby authorized to place an order therefor, the payment of which will be remitted using the proceeds of Round Five of the Rural Fire Truck Acquisition Assistance Program and through FY 2007 budgeted funds.

**6. Acknowledge March Monthly Report - Road Department**

The March, 2006 Monthly Road and Bridge Report submitted by the Madison County Road Department was and is hereby acknowledged received.

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

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

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**7. Acknowledge April Service Call Schedule Report - Road Department**

The April, 2006 Service Call Schedule Road and Bridge Report submitted by the Madison County Road Department was and is hereby acknowledged received.

**8. Acknowledge March Closed Call Analysis - Road Department**

The March, 2006 Closed Call Analysis submitted by the Madison County Road Department was and is hereby acknowledged received.

Thereafter, Mr. Andy Taggart did offer and Mr. Paul Griffin did second a motion to approve, adopt and authorize each of the above and foregoing matters, the same being numbered Items (2) through (8) on the agenda hereof. 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 <sup>1</sup>

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

SO ORDERED this the 3<sup>rd</sup> day of April, 2006.

***In re: Request for Relief (Builder's Affidavit)***  
**Parcel No. 072B-09B-211/00.00**

WHEREAS, Mr. Arthur Noble did appear before the Board and requested the Board grant a tax relief on parcel no. 072B-09B-211/00.00 due to his failure to file a builder's affidavit in advance of the 2005 land roll, and

WHEREAS, as a result of said failure, the Tax Assessor taxed said parcel for both land and improvement value, despite the property being unoccupied on January 1, 2005, and

WHEREAS, explanatory correspondence dated January 24, 2006, from Mr. Noble may be found in the Miscellaneous Appendix to these Minutes,

Following discussion, Mr. Karl M. Banks did offer and Mr. Andy Taggart did second a motion to reduce the assessment of parcel no. 072B-09B-211/00.00 so as to remove the improvement value for 2005, contingent upon receipt of a favorable recommendation from Mr. Norman Cannady of the Tax Assessor's office. 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 tax relief was and is hereby approved and the Tax Collector was and is directed to prepare and send a revised tax bill accordingly.

SO ORDERED this the 3<sup>rd</sup> day of April, 2006.

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<sup>1</sup>Mr. Griffin arrived prior to the call of the question.

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

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

**In re: Acknowledge Receipt of FY 2004 County Audit Report**

WHEREAS, County Comptroller Mark Houston did appear before the Board together with Emily Lacey, CPA with the firm Windham & Lacey and presented the county’s audit report for FY 2004, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes,

Following discussion, Mr. Paul Griffin did offer and Mr. Karl M. Banks did second a motion to acknowledge receipt of said FY 2004 audit report. 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 audit report was and is hereby acknowledged received.

SO ORDERED this the 3<sup>rd</sup> day of April, 2006.

**In re: Consideration of Preliminary Plat - Bainbridge Phase IV**

WHEREAS, County Zoning Administrator Brad Sellers did appear before the Board and presented the preliminary plat of Bainbridge Phase IV for the Board’s consideration and review, and

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

Following discussion, Mr. Karl M. Banks did offer and Mr. Douglas L. Jones did second a motion to approve the preliminary plat of said subdivision, subject to the requirement that approval of the Madison County Board of Supervisors would be required on any changes to said plat and/or the accompanying covenants until such time as a majority of votes necessary to change the covenants are controlled by residents of the subdivision and subject to zoning ordinances that the Board finds will be applicable upon adoption thereof in the future. 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 preliminary plat was and is hereby approved.

SO ORDERED this the 3<sup>rd</sup> day of April, 2006.

**In re: Consideration of Preliminary Plat - Klaas Plantation 2B**

WHEREAS, County Zoning Administrator Brad Sellers did appear before the Board and presented the preliminary plat of Klass Plantation 2B for the Board’s consideration and review, and

**President’s Initials:** \_\_\_\_\_

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

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

Following discussion, Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to approve the preliminary plat of said subdivision, subject to the requirement that approval of the Madison County Board of Supervisors would be required on any changes to said plat and/or the accompanying covenants until such time as a majority of votes necessary to change the covenants are controlled by residents of the subdivision and subject to zoning ordinances that the Board finds will be applicable upon adoption thereof in the future. 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 preliminary plat was and is hereby approved.

SO ORDERED this the 3<sup>rd</sup> day of April, 2006.

***In re: Petition of Dwayne D. Ballard  
Seeking a Special Exception to Operate a Rubbish  
Site in a R-1 Resident District***

WHEREAS, County Zoning Administrator Brad Sellers did appear before the Board and reported that the legal description of the Ballard Rubbish Site approved by this Board on November 21, 2003 contained an error in that two of the three tracts encompassing said site were omitted from the notice of the hearing thereon which was published in the *Madison County Herald* on October 30, 2003, and

WHEREAS, Mr. Sellers reported that the parcel of property described in said notice and in the Board minutes constitutes 300 acres total, 180 acres of which were correctly described in said notice, and

WHEREAS, the rubbish site under consideration by the Mississippi Department of Environmental Quality (MDEQ) constitutes only forty (40) acres, and

WHEREAS, according to Mr. Sellers, a part of said forty (40) acres lies within the 180 acre approved tract and a part lies on property described by the two (2) tracts erroneously omitted from the description, and

WHEREAS, Gene Wilkinson, Esq. did appear before the Board representing Ms. Vanessa Henderson, a neighboring landowner and pointed out that issues of notice are the responsibility of the petitioning party and its counsel, and

Following discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion (1) to correct the county's zoning ordinance and zoning maps to reflect that the two parcels described herein below are no longer subject to the Special Exception previously granted by the Board, the same reverting to standard R-1 Residential Use District, to-wit:

Tract 1:  
N1/2 of the SW 1/4 of Section 19, Township 7 North, Range 1 East in Madison County, Mississippi

Tract 2:

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SE 1/4 of the SW 1/4, Section 19, Township 7 North, Range 1 East in Madison County, Mississippi, and

(2) to direct County Zoning Administrator Brad Sellers to communicate with MDEQ concerning this action and to advise said agency that the 180 acre tract was and remains zoned correctly with the Special Exception still in force and effect as to it. 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 zoning ordinance and the county's zoning maps were and are hereby corrected accordingly and Mr. Sellers was and is instructed accordingly.

SO ORDERED this the 3<sup>rd</sup> day of April, 2006.

***In re: Approval of Culvert Installations on Public Rights of Way***

WHEREAS, County Road Manager Prentiss Guyton appeared before the Board of Supervisors and requested approval of certain work orders pertaining to the installation of culverts along public rights of way and not on private property on the following dates and at the following locations:

<u>Date</u>	<u>Work Order</u>	<u>Address</u>	<u>REASON</u>
3/27/06	2387	1870C Loring Road	Protection of ROW
3/28/06	2402	114 Minninger Blvd.	Protection of ROW

WHEREAS, the Board hereby finds that the installation of each such culvert is needed on the road listed to protect, preserve, and maintain the road and the county right of way thereon.

WHEREAS, the Board does desire to and does hereby approve the same on the dates and at the locations listed above,

Following discussion, Mr. Paul Griffin did offer and Mr. Karl M. Banks did second a motion to approve the installations of culverts on the dates and at the locations set forth above. 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 culvert installation requests were and are hereby approved.

SO ORDERED this the 3<sup>rd</sup> day of April, 2006.

***In re: Acknowledge Receipt of Pay Estimate Nos. Nine (9) (Ambrosino/Galleria) and Eight (8) (Sethi) - Parkway East South Project***

WHEREAS, Mr. John Granberry on behalf of County Engineer Rudy Warnock did appear before the Board and presented the Board with periodic pay estimate number 9 in the

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amount of \$12,555.69 pertaining to the Galleria/Parkway East South development (Ambrosino), a true and correct copy of which, together with a statement of work and a material inventory, may be found in the Miscellaneous Appendix to these Minutes, and

WHEREAS, Mr. Granberry did also present periodic pay estimate number 8 in the amount of \$76,716.06, pertaining to the Galleria/Parkway East South development (Sethi), a true and correct copy of which, together with a statement of work and a material inventory, may be found in the Miscellaneous Appendix to these Minutes, and

WHEREAS Mr. Granberry reported that he had reviewed the same, found all to be in order and appropriate and recommended acknowledgment thereof,

Following discussion, Mr. Karl M. Banks did offer and Mr. Andy Taggart did second a motion to acknowledge receipt of said periodic pay estimates. 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 receipt of said pay requests was and is hereby acknowledged.

SO ORDERED this the 3<sup>rd</sup> day of April, 2006.

***In re: Approval of Claims Docket for April 3, 2006***

WHEREAS, the Board reviewed the claims docket for April 3, 2006, 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<sup>2</sup> of all claims and funds from which said claims are to be paid:

Fund	Claim Nos.	No. of Claims	Amount
001	1007, 1559 to 1696	139	714,689.20
012	122 to 132	11	19,386.53
095	11 to 12	2	87,596.66
097	176 to 192	17	30,089.89
105	32 to 33	2	217.20
113	38 to 42	5	6,370.55
115	25 to 25	1	22.36
116	17 to 17	1	124.49
118	2 to 2	1	5,000.00
120	58 to 61	4	191.04
121	23 to 24	2	157.39
137	9 to 10	2	159,220.08
150	511 to 577	67	156,553.21
160	89 to 101	13	106,877.87
190	74 to 85	12	4,991.11
302	25 to 25	1	9,423.86
401	20 to 20	1	13,920.17
690	11 to 12	2	53,660.82

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<sup>2</sup>This summary includes the held claim subsequently approved as set forth below.

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691 11 to 12 2 26,980.59

TOTAL ALL FUNDS 285 1,395,473.02

Following discussion, Mr. Karl M. Banks did offer and Mr. Andy Taggart did second a motion to approve the claims docket as presented less and except the following held claim:

**HELD CLAIM**

<b>Claim No.</b>	<b>Payee</b>	<b>Invoice #</b>	<b>Amount</b>
477	Warnock & Associates	4-6092	\$463.75

Said motion directed that invoice numbers should be attached to each claim on the claims docket and further directed the Chancery Clerk to publish the Summary of Claims as required by law and to authorize the Board President to sign and approve the Claims Docket, a copy of which may be found in the Miscellaneous Appendix to these Minutes together with a separate Resolution approving payment of said claims, which Resolution is attached hereto as Exhibit 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 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 3<sup>rd</sup> day of April, 2006.

Thereafter, Mr. Karl M. Banks did offer and Mr. Paul Griffin did second a motion to approve payment of the aforementioned held claim, that bearing claim no. 477, invoice no. 4-6092 unto Warnock & Associates in the amount of \$463.75. 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 (3-2) vote of the Board, and the Chancery Clerk was and is authorized to issue a pay warrant accordingly.

SO ORDERED this the 3<sup>rd</sup> day of April, 2006.

THERE BEING NO FURTHER BUSINESS to come before the Board of Supervisors of Madison County, Mississippi, upon motion duly made by Supervisor Douglas L. Jones and seconded by Supervisor Paul Griffin and approved by the unanimous vote of those present, the meeting of the Board of Supervisors was recessed until Monday, April 17, 2006 at 9:00 a. m. to consider a docket of claims and any other business which may properly come before the Board.

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

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



\_\_\_\_\_  
Tim Johnson, President  
Madison County Board of Supervisors

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

ATTEST:

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

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

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

## LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into on the date described below, between **MADISON COUNTY, MISSISSIPPI**, whose address is Post Office Box 608, Canton Mississippi 39046, hereinafter "LANDLORD," and **MOST REVEREND JOSEPH N. LATINO, BISHOP OF THE CATHOLIC DIOCESE OF JACKSON**, Trustee for the use and benefit of the members of Sacred Heart Catholic Church, Canton, Ms. hereinafter "TENANT."

## WITNESSETH

### 1. PREMISES:

Landlord leases to Tenant a portion of those premises situated at 3141 S. Liberty Street, Canton, Madison, Mississippi, being otherwise described as follows, to wit:

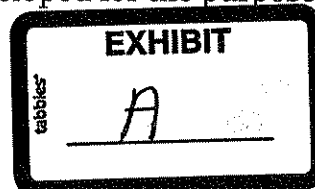
Approximately 3,000 square feet of building space 3141 South Liberty Street, Canton, Mississippi.

### 2. TERM:

The term shall be a period commencing on the date of execution by the Madison County Board of Supervisors and expiring at midnight on the 31<sup>st</sup> day of December, 2007.

### 3. RENT

At the commencement of the term of the Lease, Tenant agrees to make any and all renovations to the interior of the structures located on the above described property. Parties hereto recognize that the building located on this property is in need of renovation and do further acknowledge that Tenant's repairs and renovations and upkeep will be of substantial benefit to the Landlord over the term of the said Lease. The parties hereto recognize that this property is no longer needed for County or related purposes and is not to be used in the operation of Madison County and that the lease of the property by competitive bids is not necessary or desirable for the financial welfare of the County, and that the use of this property by Tenant will promote and foster the development and improvement of the community in which it is located, and the civic, social, educational, cultural, moral, economic and industrial welfare thereof. (The parties further recognize that Tenant is exempt under Section 501 © 3 of the Internal revenue Code of 1986 or corresponding sections of any prior or further Internal Revenue Code, of federal or state or local governments for exclusive public purpose. The parties also acknowledge that this Agreement is developed for the purposes of



supporting the development, promotion and coordination of the cultural and economic development within Madison County, Mississippi. Tenant agrees to pay the Landlord a monthly lease payment of Two Hundred Dollars (\$200.00)

**4. LANDLORD APPROVAL:**

The Landlord, through the action of the Madison County Board of Supervisors, has adopted a Resolution authorizing the President, to execute this document.

**5. UTILITIES:**

Tenant shall pay deposits and all charges for heat, light, water and all other utility services used in or supplied to any part of the premises, and will be responsible and pay all utility bills in connection with the operation of said property. Tenant will provide, at its expense, any utility lines or facilities which may be required for Tenant's operations on said property.

**6. AD VALOREM TAXES:**

All Ad Valorem taxes on the real property in regard to the leased premises are exempt. Tenant will be responsible for any and all personal property taxes, if any, regarding Tenant's furniture, fixtures and/or equipment and will also be responsible for any taxation based on valuation of any leasehold interest in said property.

**7. USE OF PREMISES:**

Tenant shall use the premises for promotion and coordination of the educational and other cultural activities for the benefit of all residents of Madison County, Mississippi. Tenant also agrees that it will use the premises for the sole purpose stated above and may not use the premises for any other purpose without the prior express written approval of the Landlord, such approval not to be unreasonable withheld.

**8. REPAIRS:**

Landlord desires that the physical appearance of the building and grounds be maintained in a neat and clean condition. Landlord shall maintain and keep the appearance of the buildings and grounds in such condition throughout the term hereof, to include land, exteriors of buildings, the grounds, etc., and all other exterior improvements, in said neat and clean condition.

**9. IMPROVEMENTS AND ALTERATIONS BY TENANT:**

Tenant may make, at its own expense, such improvements or alterations as it may deem necessary or desirable, provided Tenant will hold Landlord harmless from any liens arising there from and pay any taxes attributable thereto, subject to the right of Landlord to review and approve any plans and specifications prior to commencement of construction in regard to any improvement or alteration. Landlord agrees to specify any objections on a timely basis and agrees not to unreasonably withhold its permission for said improvements or alterations by Tenant.

**10. INSURANCE:**

Tenant shall maintain liability insurance, which is acceptable to Landlord during the term of this Lease in the amount of One Million Dollars (\$1,000,000.00). Tenant shall also maintain hazard insurance, insuring against the loss by fire, windstorm, etc. on all contents. All premiums shall be paid by the Tenant when due. Tenant shall provide the Landlord with certificates of insurance evidencing said coverage and naming Landlord as an additional protected party under the Tenants liability Insurance.

**11. INDEMNITY:**

Tenant agrees to hold harmless, indemnify and defend Landlord, and its respective agents, representatives, successors and assigns, from any and all liability, claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions and causes of action of every kind and nature whatsoever which may arise by reason of any injury or death to any person or persons, or by reason of any damages to the property of any person or persons, including without limitation, Landlord and Landlord's licensees, invitees, agents or employees which may in any way arise or result from, or be connected with, activities conducted on the subject property under the actual authority of this Lease, which arise or accrue after the effective date of this lease.

**12. DESTRUCTION OF PREMISES:**

If, after Landlord delivers possession, the premises shall be destroyed totally or in part by fire, windstorm or other hazard, or suffer damage, Landlord shall have the option to terminate this Lease.

**13. RISK OF LOSS FROM FIRE AND OTHER PERILS:**

Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable for loss or damage to the Tenant's property caused by fire or any other risks.

**14. ASSIGNMENT AND SUBLETTING:**

Tenant may not assign this Lease or sublet all or part of the premises without prior written notice to Landlord. However, Tenant shall remain liable under its obligations herein to the end of the term of this Lease and any extension thereof.

**15. REMOVAL OF TENANT'S PROPERTY:**

Furnishings and equipment installed in the premises at the expense of Tenant shall at all times be and remain the property of Tenant, subject however, to a lien for rents and other obligations under this Lease. At the conclusion of the initial term of this Lease or at the expiration of any extension of said term, Tenant shall have the right to remove furnishings and equipment, so long as the real property is returned to the Landlord in a condition similar to as it currently exists, with reasonable wear and tear excepted. In other words, Tenant shall restore the property to the manner in which it exists as of the commencement of this Lease. Tenant's right to remove said furnishings and equipment shall be limited to a period of one (1) month, following the expiration of the lease term, or its extension, and shall thereafter terminate and all furnishings and equipment remaining thereafter, shall become property of Landlord and its assigns.

**16. INSPECTION AND SHOWING OF PREMISES:**

Tenant shall permit Landlord to enter the premises at reasonable times for the purposes of inspecting and repairing the premises and ascertaining compliance with the provisions hereof by Tenant. In the event Tenant fails or refuses to make repairs or perform maintenance requested by Landlord in writing, Landlord shall have the right to enter the premises at any and all times to make said repairs or to perform said maintenance or to terminate this Lease.

**17. SIGNS:**

Tenant shall have the right to maintain signs on the premises subject to the approval of Landlord and the local governing body. Any sign located on the premises shall be so placed in compliance with the provisions of the City of Canton, Mississippi, sign ordinance.

## **18. PARKINGS**

Tenant shall have the right to utilize the parking facilities available on the above described premises. However, Tenant shall not allow parking beyond the confines of the designated areas located on the premises and adjoining thereto. In other words, no vehicles shall be allowed to park on any grassy areas of the property, and should be confined to areas which have been graveled or paved.

## **19. DEFAULT:**

Landlord may terminate this Lease on at least thirty (30) days' notice if any of the following events of default is not cured before the effective date of such notice: Tenant files or has filed against it a petition under the bankruptcy laws, making of an assignment for the benefit of creditors, being adjudicated insolvent, having a Receiver appointed for Tenant or a judicial attachment of all or substantially all of its assets, or any breach of the terms and conditions of this Lease (including, but not limited to paragraph No. 7 hereof). Tenant shall also be in default of this Lease Agreement should its status as a non-profit corporation change to that of a full profit corporation. Landlord shall be reimbursed for all reasonable costs (including attorney's fees) incurred in seeking to collect sums due under and to enforce provisions of this Lease.

## **20. ENVIRONMENTAL:**

Tenant shall have total responsibility and liability for any and all environmental conditions created by Tenant in violation of any local, state or federal law, statute, rule, regulation, etc., which conditions are created during the term of the Lease Agreement, and any extension period or any holdover period. Tenant shall have total responsibilities for any cleanup, which may be required in regard thereto, and Tenant shall indemnify and hold harmless the Landlord from any and all costs incurred as a result of such environmental conditions created by tenant, which arise during the term of this Lease or extension thereof, and thereafter as long as said condition exists.

## **21. WAIVER:**

The failure to exercise any right or insist upon strict adherence to any covenant, condition, provision or warranty in any one or more instances shall not be construed as a waiver of the right to require strict performance in the future, or as relinquishment of such covenant, condition, provision or warranty.

**22. AMENDMENT OR MODIFICATION:**

All terms, understandings and agreements binding upon Landlord or Tenant are herein set forth; and this Lease Agreement shall not be amended or modified, except in writing, signed by both of the parties hereto.

**23. NOTICES:**

Except where otherwise provided, notices shall be in writing and shall be effective when mailed, postage prepaid, certified mail to the parties at their respective addresses shown above. Either party may change its address by written notice to the other party.

**24. POSSESSION:**

Landlord shall deliver actual possession and use of the entire premises on the date of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed, on this the 3 day of April, 2006.

LANDLORD:  
MADISON COUNTY, MISSISSIPPI

TENANT:  
MOST REVDEREND  
JOSEPH N. LATINO, BISHOP  
OF THE CATHOLIC DIOCESE  
OF JACKSON, Trustee for the  
use and benefit of the  
members of Sacred Heart  
Catholic Church, Canton, Ms.

By: [Signature]  
TIM JOHNSON, PRESIDENT  
MADISON COUNTY BOARD OF  
SUPERVISORS

By: Joseph N. Latino WPD  
MOST REVEREND  
JOSEPH N. LATINO,  
TRUSTEE

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 3 day of April, 2006, within my jurisdiction, the within named **TIM JOHNSON**, who is the President of the Madison County Board of Supervisors of Madison County, Mississippi, and as such, he did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of Madison County, Mississippi, he being first duly authorized so to do.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

12-11-09

(SEAL)



STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally Appeared Before Me, the undersigned authority in and for the said county and state, on this 23rd day of March, 2006, within my jurisdiction, the within named Most Rev. Joseph N. Latino, who acknowledged that he is the Bishop of the Catholic Diocese of Jackson, and is Trustee for the use and benefit of the members of the Sacred Heart Catholic congregation or parish in the city of Canton, Mississippi and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.

*Rosemary A. Brantley*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 13, 2006  
BONDED THRU STEGALL NOTARY SERVICE

(SEAL)

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, entered into on the date described below, between **MADISON COUNTY, MISSISSIPPI**, whose address is Post Office Box 608, Canton Mississippi 39046, hereinafter "LANDLORD," and **MADISON COUNTIANS ALLIED AGAINST POVERTY (MADCAAP)**, hereinafter "Tenant".

**WITNESSETH**

**1. PREMISES:**

Landlord leases to Tenant a portion of those premises situated at 3141 S. Liberty Street, Canton, Madison, Mississippi, being otherwise described as follows, to wit:

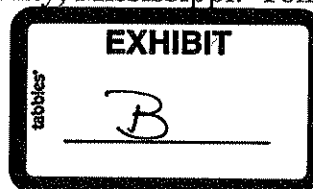
Approximately 3,000 square feet of building space 3141 South Liberty Street, Canton, Mississippi.

**2. TERM:**

The term shall be a period commencing on the date of execution by the Madison County Board of Supervisors and expiring at midnight on the 31<sup>st</sup> day of December, 2007.

**3. RENT**

At the commencement of the term of the Lease, Tenant agrees to make any and all renovations to the interior of the structures located on the above described property. Parties hereto recognize that the building located on this property is in need of renovation and do further acknowledge that Tenant's repairs and renovations and upkeep will be of substantial benefit to the Landlord over the term of the said Lease. The parties hereto recognize that this property is no longer needed for County or related purposes and is not to be used in the operation of Madison County and that the lease of the property by competitive bids is not necessary or desirable for the financial welfare of the County, and that the use of this property by Tenant will promote and foster the development and improvement of the community in which it is located, and the civic, social, educational, cultural, moral, economic and industrial welfare thereof. (The parties further recognize that Tenant is exempt under Section 501 © 3 of the Internal revenue Code of 1986 or corresponding sections of any prior or further Internal Revenue Code, of federal or state or local governments for exclusive public purpose. The parties also acknowledge that this Agreement is developed for the purposes of supporting the development, promotion and coordination of the cultural and economic development within Madison County, Mississippi. Tenant agrees to



pay the Landlord a monthly lease payment of Two Hundred Dollars (\$200.00)

**4. LANDLORD APPROVAL:**

The Landlord, through the action of the Madison County Board of Supervisors, has adopted a Resolution authorizing the President, to execute this document.

**5. UTILITIES:**

Tenant shall pay deposits and all charges for heat, light, water and all other utility services used in or supplied to any part of the premises, and will be responsible and pay all utility bills in connection with the operation of said property. Tenant will provide, at its expense, any utility lines or facilities which may be required for Tenant's operations on said property.

**6. AD VALOREM TAXES:**

All Ad Valorem taxes on the real property in regard to the leased premises are exempt. Tenant will be responsible for any and all personal property taxes, if any, regarding Tenant's furniture, fixtures and/or equipment and will also be responsible for any taxation based on valuation of any leasehold interest in said property.

**7. USE OF PREMISES:**

Tenant shall use the premises for promotion and coordination of the educational and other cultural activities for the benefit of all residents of Madison County, Mississippi. Tenant also agrees that it will use the premises for the sole purpose stated above and may not use the premises for any other purpose without the prior express written approval of the Landlord, such approval not to be unreasonable withheld.

**8. REPAIRS:**

Landlord desires that the physical appearance of the building and grounds be maintained in a neat and clean condition. Landlord shall maintain and keep the appearance of the buildings and grounds in such condition throughout the term hereof, to include land, exteriors of buildings, the grounds, etc., and all other exterior improvements, in said neat and clean condition.

**9. IMPROVEMENTS AND ALTERATIONS BY TENANT:**

Tenant may make, at its own expense, such improvements or alterations as it may deem necessary or desirable, provided Tenant will hold Landlord harmless from any liens arising there from and pay any taxes attributable thereto, subject to the right of Landlord to review and approve any plans and specifications prior to commencement of construction in regard to any improvement or alteration. Landlord agrees to specify any objections on a timely basis and agrees not to unreasonably withhold its permission for said improvements or alterations by Tenant.

**10. INSURANCE:**

Tenant shall maintain liability insurance, which is acceptable to Landlord during the term of this Lease in the amount of One Million Dollars (\$1,000,000.00). Tenant shall also maintain hazard insurance, insuring against the loss by fire, windstorm, etc. on all contents. All premiums shall be paid by the Tenant when due. Tenant shall provide the Landlord with certificates of insurance evidencing said coverage and naming Landlord as an additional protected party under the Tenants liability Insurance.

**11. INDEMNITY:**

Tenant agrees to hold harmless, indemnify and defend Landlord, and its respective agents, representatives, successors and assigns; from any and all liability, claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions and causes of action of every kind and nature whatsoever which may arise by reason of any injury or death to any person or persons, or by reason of any damages to the property of any person or persons, including without limitation, Landlord and Landlord's licensees, invitees, agents or employees which may in any way arise or result from, or be connected with, activities conducted on the subject property under the actual authority of this Lease, which arise or accrue after the effective date of this lease.

**12. DESTRUCTION OF PREMISES:**

If, after Landlord delivers possession, the premises shall be destroyed totally or in part by fire, windstorm or other hazard, or suffer damage, Landlord shall have the option to terminate this Lease.

**13. RISK OF LOSS FROM FIRE AND OTHER PERILS:**

Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable for loss or damage to the Tenant's property caused by fire or any other risks.

**14. ASSIGNMENT AND SUBLETTING:**

Tenant may not assign this Lease or sublet all or part of the premises without prior written notice to Landlord. However, Tenant shall remain liable under its obligations herein to the end of the term of this Lease and any extension thereof.

**15. REMOVAL OF TENANT'S PROPERTY:**

Furnishings and equipment installed in the premises at the expense of Tenant shall at all times be and remain the property of Tenant, subject however, to a lien for rents and other obligations under this Lease. At the conclusion of the initial term of this Lease or at the expiration of any extension of said term, Tenant shall have the right to remove furnishings and equipment, so long as the real property is returned to the Landlord in a condition similar to as it currently exists, with reasonable wear and tear excepted. In other words, Tenant shall restore the property to the manner in which it exists as of the commencement of this Lease. Tenant's right to remove said furnishings and equipment shall be limited to a period of one (1) month, following the expiration of the lease term, or its extension, and shall thereafter terminate and all furnishings and equipment remaining thereafter, shall become property of Landlord and its assigns.

**16. INSPECTION AND SHOWING OF PREMISES:**

Tenant shall permit Landlord to enter the premises at reasonable times for the purposes of inspecting and repairing the premises and ascertaining compliance with the provisions hereof by Tenant. In the event Tenant fails or refuses to make repairs or perform maintenance requested by Landlord in writing, Landlord shall have the right to enter the premises at any and all times to make said repairs or to perform said maintenance or to terminate this Lease.

**17. SIGNS:**

Tenant shall have the right to maintain signs on the premises subject to the approval of Landlord and the local governing body. Any sign located on the premises shall be so placed in compliance with the provisions of the City of Canton, Mississippi, sign ordinance.

## **18. PARKINGS**

Tenant shall have the right to utilize the parking facilities available on the above described premises. However, Tenant shall not allow parking beyond the confines of the designated areas located on the premises and adjoining thereto. In other words, no vehicles shall be allowed to park on any grassy areas of the property, and should be confined to areas which have been graveled or paved.

## **19. DEFAULT:**

Landlord may terminate this Lease on at least thirty (30) days' notice if any of the following events of default is not cured before the effective date of such notice: Tenant files or has filed against it a petition under the bankruptcy laws, making of an assignment for the benefit of creditors, being adjudicated insolvent, having a Receiver appointed for Tenant or a judicial attachment of all or substantially all of its assets, or any breach of the terms and conditions of this Lease (including, but not limited to paragraph No. 7 hereof). Tenant shall also be in default of this Lease Agreement should its status as a non-profit corporation change to that of a full profit corporation. Landlord shall be reimbursed for all reasonable costs (including attorney's fees) incurred in seeking to collect sums due under and to enforce provisions of this Lease.

## **20. ENVIRONMENTAL:**

Tenant shall have total responsibility and liability for any and all environmental conditions created by Tenant in violation of any local, state or federal law, statute, rule, regulation, etc., which conditions are created during the term of the Lease Agreement, and any extension period or any holdover period. Tenant shall have total responsibilities for any cleanup, which may be required in regard thereto, and Tenant shall indemnify and hold harmless the Landlord from any and all costs incurred as a result of such environmental conditions created by tenant, which arise during the term of this Lease or extension thereof, and thereafter as long as said condition exists.

## **21. WAIVER:**

The failure to exercise any right or insist upon strict adherence to any covenant, condition, provision or warranty in any one or more instances shall not be construed as a waiver of the right to require strict performance in the future, or as relinquishment of such covenant, condition, provision or warranty.

**22. AMENDMENT OR MODIFICATION:**

All terms, understandings and agreements binding upon Landlord or Tenant are herein set forth; and this Lease Agreement shall not be amended or modified, except in writing, signed by both of the parties hereto.

**23. NOTICES:**

Except where otherwise provided, notices shall be in writing and shall be effective when mailed, postage prepaid, certified mail to the parties at their respective addresses shown above. Either party may change its address by written notice to the other party.

**24. POSSESSION:**

Landlord shall deliver actual possession and use of the entire premises on the date of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed, on this the 3 day of April, 2006.

LANDLORD:  
MADISON COUNTY, MISSISSIPPI

TENANT:  
MADISON COUNTIANS  
ALLIED AGAINST POVERTY

By: Timothy Johnson  
TIM JOHNSON, PRESIDENT  
MADISON COUNTY BOARD OF  
SUPERVISORS

By: Alvin Harrell  
PRESIDENT, MADCAAP

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 3 day of April, 2006, within my jurisdiction, the within named **TIM JOHNSON**, who is the President of the Madison County Board of Supervisors of Madison County, Mississippi, and as such, he did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of Madison County, Mississippi, he being first duly authorized so to do.

Cynthia A. Barber  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

12-11-09

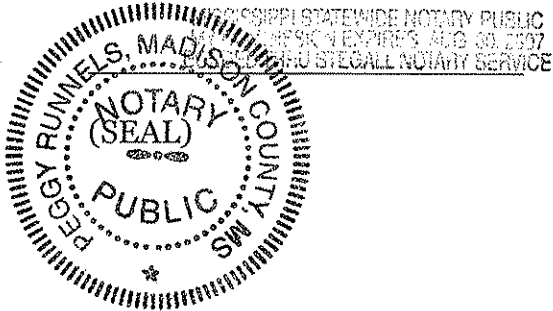
(SEAL)

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally Appeared Before Me, the undersigned authority in and for the said county and state, on this 20<sup>th</sup> day of March, 2006, within my jurisdiction, the within named Oliver Harrell, who acknowledged that he/she is President of Madison Countians Allied Against Poverty, and as such, he/she did sign and deliver the above and foregoing instrument on the date and for the purpose as therein stated in the name of, for and on behalf of Madison Countians Allied Against Poverty, he/she being first duly authorized so to do.

Peggy Runnel  
NOTARY PUBLIC

MY COMMISSION EXPIRES:





**In the Matter of the Approval of the Claims Docket**

**RESOLUTION**

WHEREAS, the Supervisors reviewed the docket of claims dated April 3, 2006, (copies of which are attached hereto and marked as Exhibit "A"); 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.

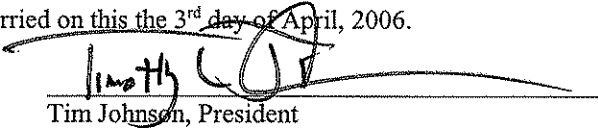
NOW THEREFORE BE IT RESOLVED BY THE SUPERVISORS OF MADISON COUNTY, MISSISSIPPI that the Chancery Clerk is hereby authorized to pay claims filed against Madison County as set forth in Exhibit "A" which is attached hereto and made a part hereof by reference and that all claims which are marked as "Hold" or "Rejected" shall be treated as such by the Clerk and that invoice numbers should be attached to each claim on the claims docket and the Chancery Clerk is further directed to publish the Summary of Claims as required by law and the President is authorized to sign the Claims Docket, a copy of which is attached hereto and marked as "Exhibit" A.

This Resolution constitutes approval of that portion of the minutes of the April 3, 2006, meeting of the Board of Supervisors of Madison County wherein the aforesaid claims docket was approved.

After discussion on the matter, Supervisor Karl M. Banks offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Andy Taggart. The vote on said matter was as follows, to-wit:

Supervisor Douglas L. Jones - District I	Voted: <u>Aye</u>
Supervisor Tim Johnson - District II	Voted: <u>Aye</u>
Supervisor Andy Taggart - District III	Voted: <u>Aye</u>
Supervisor Karl M. Banks - District IV	Voted: <u>Aye</u>
Supervisor Paul Griffin - District V	Voted: <u>Not Present &amp; Not Voting</u>

The motion having received the affirmative vote of the Board members present, was declared by Mr. Tim Johnson, President of said Board as being duly carried on this the 3<sup>rd</sup> day of April, 2006.

  
Tim Johnson, President  
Madison County Board of Supervisors

