

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

REGULAR MEETING OF APRIL 17, 2006
Recessed from regular meeting conducted on April 3, 2006

BE IT REMEMBERED that the regular meeting of the Board of Supervisors of Madison County, Mississippi was duly convened, held and conducted on April 17, 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

Absent:

Chancery Clerk Arthur Johnston

Also in attendance:

County Administrator Donnie Caughman
County Comptroller Mark Houston
County Zoning Administrator Brad Sellers
E911 and Emergency Management Director Butch Hammack
County Fire Coordinator Mack Pigg
County Engineer Rudy Warnock
State Aid and LSBP Engineer Keith O'Keefe
Road Manager Prentiss Guyton
Information Technology Director Duane Thompson
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. Supervisor Douglas L. Jones opened the meeting with a prayer and Supervisor Andy Taggart led the members and the audience in the Pledge of Allegiance to the Flag of the United States of America.

In re: Tax Increment Financing Plan for Harbor Walk Project – Phase I

The Chancery Clerk reported that pursuant to a resolution of the Board of Supervisors (the "Governing Body") of Madison County (the "County") calling for a public hearing to be held at 9:00 A.M. on Monday, April 17, 2006, with respect to a Tax Increment Financing Plan, Harbor Crossing Project, Madison County, Mississippi, April 2006 (the "TIF Plan"), he did cause a notice of the public hearing to be published in the Madison County Herald, a newspaper having a general circulation in the County on April 6, 2006, as evidenced by proof of publication on file in the office of the Clerk. The President then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral or written comments on the TIF Plan. At the conclusion of the public hearing, Supervisor Douglas L. Jones offered and moved the adoption of the following resolution:

President's Initials: _____

Date Signed: _____

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A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE "TAX INCREMENT FINANCING PLAN, HARBOR CROSSING, MADISON COUNTY, MISSISSIPPI, APRIL 2006".

WHEREAS, under the power and authority granted by the Laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body, on March 20, 2006, did adopt a certain resolution entitled:

RESOLUTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO COUNTIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE HARBOR CROSSING PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in the Madison County Herald, a newspaper having a general circulation within the County, and was so published in said newspaper on Thursday, April 6, 2006, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk;

WHEREAS, the notice of public hearing generally described the TIF Plan and further called for a public hearing to be held at the Madison County Circuit Court Building, 128 West North Street in Canton, Mississippi, at 9:00 A.M. on Monday, April 17, 2006, in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 9:00 A.M. on Monday, April 17, 2006, the public hearing was held and all in attendance were given an opportunity to state or present their oral or written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the County, as follows:

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO: That the Governing Body of the County is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the TIF Plan attached hereto, and do hereby adopt and approve such plan as presented in order to assist in the development of the proposed project by participating jointly with the City of Ridgeland (the "City") to issue Tax Increment Financing Bonds or Notes in one or more series in an amount not to exceed Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) to finance the cost of various infrastructure improvements in connection with the TIF Plan.

SECTION THREE: That the Tax Increment Bonds or Notes of the County shall be issued pursuant to further proceedings of the Governing Body of the City and County.

Supervisor Andy Taggart seconded the motion to adopt the foregoing resolution and after the vote, the result was as follows:

Supervisor Timothy L. Johnson	voted: Aye
Supervisor Douglas Jones	voted: Aye

President's Initials: _____

Date Signed: _____

Supervisor Andy Taggart
Supervisor Karl M. Banks
Supervisor Paul Griffin

voted: Aye
voted: Not Present and Not Voting
voted: Aye

The motion having received the affirmative vote of a majority of all of the members of the Governing Body present, the President declared the motion carried and the Resolution adopted on this the 17th day of April 2006.

SO ORDERED this the 17th 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 (17) 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, Supervisor Andy Taggart did request that Item (12) be removed from the Consent Agenda and addressed separately, and

WHEREAS, County Purchase Clerk Hardy Crunk did request that the Board add Item (18) the same to constitute consideration of declaring Diebold Voting Machine Accessories a sole source item,

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

2. Approval of C. E. Frazier Construction Company, Inc. Contract

The Board hereby approves that certain contract with C. E. Frazier Construction Company, Inc. as recommended by Eric Hamer, Esq. of the firm Miller & Hamer, P.A. in that certain correspondence dated April 5, 2006, for the construction of the new Madison County Office Complex. A true and correct copy of said contract may be found in the Miscellaneous Appendix to these Minutes.

3. Acceptance of Two (2) Grant Agreements from Department of Environmental Quality

That certain Solid Waste Assistance Grant in the amount of \$6,900.00 and that certain Waste Tire Collection Program Grant in the amount of \$55,750.00 awarded by the Mississippi Department of Environmental Quality were and are hereby approved, accepted and acknowledged, and a true and correct copy of the applications for which may be found in the Miscellaneous Appendix to these Minutes.

4. Authorize Contractors Pay Request No. 7 – Camden Fire Station

The Board hereby approves Pay Request No. 7 in the amount of \$27,957.90 to Ralph McKnight & Son Construction Company associated with the Camden Fire Station, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes.

President's Initials: _____

Date Signed: _____

5. Acknowledgment of Employment of Martin Jerry (J. J.) Dunn as Systems Administrator with the Information Technology Department

The hiring of Mr. Martin Jerry (J. J.) Dunn effective April 3, 2006 by the Information Technology Department as referenced on that certain personnel appointment form, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, was and is hereby acknowledged and approved.

6. Acceptance of Memorandum of Understanding with the Canton/Madison County Historical Society

The Board hereby approves that certain undated Memorandum of Understanding with the Canton/Madison County Historical Society for the purpose of maintaining and preserving the Kirkwood Cemetery, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes.

7. Approve Sole Source Purchase for Mapping Upgrades and Authorize Maintenance Agreement

The Board hereby approves the Sole Source Purchase for Mapping Upgrades and authorizes the Board President to execute the Mapping Software Maintenance Agreement as recommended by Purchase Clerk Hardy Crunk in that certain memorandum dated April 4, 2006, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes.

8. Request to Reduce Assessment (Builder's Affidavit) on Parcel No. 081E-22-060/00.00

As recommended by Mr. Norman Cannady, Chief Deputy Appraiser with the Tax Assessor's Office, the Board hereby grants a reduction of assessment on parcel no. 081E-22-060/00.00 due to the failure of Post Oak Properties to file a builder's affidavit in advance of the 2005 land roll. A true and correct copy of Mr. Cannady's memorandum dated April 4, 2006, may be found in the Miscellaneous Appendix to these Minutes.

9. Acknowledge Madison County Nursing Home 2005 Financial Statement and Fiscal Year 2006 Budget Report

The Board hereby acknowledges receipt of the Madison County Nursing Home 2005 Financial Statement and Fiscal Year 2006 Budget Report, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes.

10. Approval of Zoning Matter - Jim Robertson, Inc. to Rezone A-1 District to R-1A District on Highway 463 and Amend Land Use Plan

The action of the Madison County Planning and Zoning Commission to rezone property on Highway 463 from A-1 to R-1A District and to amend the Land Use Plan contingent upon (1) subdivision layout and covenants to be presented to the Planning Commission, and (2) approval from the Mannsdale-Livingston Heritage Preservative District was and is hereby acknowledged and approved.

11. Approval of Preliminary Plats - Stapleton, Phase I and Kingston, Part 1 & 2 - PUD Zoning

The preliminary plats of Stapleton, Phase I located on Highway 51 and Kingston, Part 1 & 2 located on King Ranch Road were and are hereby approved, 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.

President's Initials: _____

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13. Authorization to Alter Plat of Bridgewater Eight Subdivision

The request of Mr. Bucky Gideon of 184 Limited Partnership to alter the plat of Bridgewater Eight Subdivision was and is hereby approved so as (1) to correct a scrivener's error in the front setback dimensions as to lots located outside the municipal limits of the City of Ridgeland, and (2) to correspond with county zoning requirements and the covenants on record pertaining to said subdivision. The Chancery Clerk was and is directed to affix a notation on the face of the plat to this effect. A true and correct copy of correspondence from Mr. Gideon detailing the nature of and reasons for this change may be found in the Miscellaneous Appendix to these Minutes.

14. Approval of Personnel Appointment at Road Department

The hiring of Mr. Roy Green as Customer Support Operator at the Road Department as referenced in that certain memorandum from Road Manager Prentiss Guyton dated April 1, 2006 was and is hereby approved.

15. Request to Void Cleaning Assessment - Estate of Michael Hargon, Parcel No. 102G-36-004/00.00

The request to void a cleaning assessment assessed to Michael Hargon (parcel no. 102G-36-004/00.00) was and is hereby approved for the reasons set forth in that certain memorandum from Chancery Clerk Arthur Johnston dated April 12, 2006, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes. Said cleaning assessment was and is hereby declared void, and the Tax Collector was and is hereby directed to remove the same from the land roll.

16. Approve Petitions for Reduction of Assessments - Real Property 2005

The petitions for the reduction of assessment of real property taxes in the amounts of \$220,596.00, and \$182,181.00 which petitions, together with their spreadsheet attachments are attached hereto as Exhibits A and B, spread hereupon, and incorporated herein by reference were and are hereby approved.

17. Approval of Utility Agreements

The following permits allowing use and occupancy for the construction or adjustment of a utility within certain roads or highway rights of way were and are hereby approved, and copies thereof may be found in the Miscellaneous Appendix to these Minutes:

- (1) Time Warner Cable - seeking to place underground CATV cable by means of boring on Cypress Lake Addition, and
- (2) BellSouth- seeking to construct cable service lines on Old Rice Road
- (3) Cameron Community Water System, Inc. - seeking to install 4" PVC water line in 10" steel casing bored under Rocky Hill road approximately 220 feet south of the intersection of Rocky Hill Road and Highway 17
- (4) BellSouth - seeking to place cable on Sulphur Springs Road
- (5) BellSouth - seeking to place a buried fiber optic and copper telephone cable along Bozeman Road

18. Approve Sole Source Purchase for Accessories for Diebold Voting Machines

The Board hereby approves the Sole Source Purchase for certain accessories for Diebold Voting Machines as recommended by County Purchase Clerk Hardy Crunk in that certain memorandum dated April 17 2006, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes.

Thereafter, Mr. Andy Taggart 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 (11) and (13) through (18) on the agenda hereof. The vote on the matter being

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as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye ¹
Supervisor Paul Griffin	Aye

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

SO ORDERED this the 17th day of April, 2006.

In re: Approval of Fire Protection Contracts with City of Canton, Town of Flora, South Madison VFD, West Madison VFD, Camden VFD, Farmhaven VFD, and Southwest Madison VFD

WHEREAS, County Fire Coordinator Mack Pigg did appear before the Board and presented Fire Protection Contracts with the City of Canton, Town of Flora, South Madison Volunteer Fire District, West Madison Volunteer Fire District, Camden Volunteer Fire District, Farmhaven Volunteer Fire District, and Southwest Madison Volunteer Fire District, true and correct copies of which are attached hereto as Exhibits C, D, E, F, G, H, and I, spread hereupon and incorporated herein by reference,

Following discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to adopt and approve each said contract, with proposed editorial changes as discussed in open session, finding that the same are necessary for the protection, safety and well-being of county residents. 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 contracts were and are hereby approved.

SO ORDERED this the 17th day of April, 2006.

In re: Authorize Neel-Schaffer, Inc. to Begin Environmental Engineering Study Pertaining to the Reunion Phase III Interchange

WHEREAS, County Engineer Rudy Warnock did appear before the Board and requested the Board authorize the engineering firm of Neel-Schaffer, Inc. to begin environmental engineering studies on Reunion Phase III Interchange from Bozeman Road to Parkway East only,

Following discussion, Mr. Karl M. Banks did offer and Mr. Paul Griffin did second a motion to authorize Neel-Schaffer to begin environmental engineering studies on Reunion Phase III Interchange from Bozeman Road to Parkway East contingent upon the review of a proposed contract by Board Attorney Edmund Brunini, Jr. and Board approval thereof. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye

¹Mr. Banks arrived prior to the call of the question.

President's Initials: _____

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Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and Neel-Schaffer, Inc. was and is hereby authorized accordingly.

SO ORDERED this the 17th day of April, 2006.

In re: Authorize County Administrator to Submit Correspondence to Mr. T. A. Hawks with Senator Thad Cochran's Office

Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to authorize and direct County Administrator Donnie Caughman to submit correspondence to Mr. T. A. Hawks with Senator Thad Cochran's office, in a joint effort with the Mississippi Department of Transportation, requesting the Senator's support and federal approval of the reallocation of \$600,000.00 previously earmarked for environmental studies on Reunion Phase III Interchange to now be used for construction funding. 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. Caughman was and is hereby instructed accordingly.

SO ORDERED this the 17th day of April, 2006.

In re: Authorize Advertising for Bids for the Construction of Reunion Parkway Phase II

WHEREAS, County Engineer Rudy Warnock did appear before the Board and requested permission to advertise for bids for the construction of Reunion Parkway Phase II from Madison Station Elementary School to Highway 463,

Following discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to authorize Mr. Warnock to advertise for bids for the construction of Reunion Parkway Phase II from Madison Station Elementary School to Highway 463. 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 hereby so authorized.

SO ORDERED this the 17th day of April, 2006.

In re: Consideration of Just Compensation for CDBG Project - Old Jackson Road

WHEREAS, County Administrator Donnie Caughman presented the Board with a letter from Woody Sample with Sample & Associates, Inc. dated April 4, 2006 offering Mr. Edward

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Bracy \$3,205.00 for the permanent easement and temporary construction easement on Old Jackson Road, and

WHEREAS, Mr. Caughman did inform the Board the Bracy Family had refused the offer of \$3,205.00,

Following discussion, Mr. Paul Griffin did offer and Mr. Karl M. Banks did second a motion to authorized Board Attorney Edmund L. Brunini, Jr. to initiate "quick-take" proceedings to acquire said property by condemnation. 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 directed accordingly.

SO ORDERED this the 17th day of April, 2006.

In re: Request for Authorization to Operate a Borrow Pit on Grown Williams Road

WHEREAS, County Road Manager Prentiss Guyton appeared before the Board and requested permission to excavate and remove dirt from borrow pit owned by Mr. Larry Griffin at 157 Grown Williams Road,

Following discussion, Mr. Paul Griffin did offer and Mr. Douglas L. Jones did second a motion to authorize the engineering firm of Burns, Cooley and Dennis to perform a soil test on said borrow pit in order to insure that the dirt is of sufficient quality for the proposed uses thereof. 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 the firm of Burns, Cooley and Dennis was and is hereby authorized and directed.

SO ORDERED this the 17th 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 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>
4/10/06	2456	286 Hickory Road	Protection of ROW
4/10/06	2466	581 Yandell Road	Protection of ROW
4/10/06	2470	152 Moss Road	Protection of ROW
4/11/06	2474	809 Pat Luckett Road	Protection of ROW
4/11/06	2482	935 John Day Road	Protection of ROW

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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 17th day of April, 2006.

In re: Authorize Reconstruction of Hickory Road

WHEREAS, County Engineer Rudy Warnock did appear before the Board and gave a report of damage to Hickory Road, and

WHEREAS, Mr. Warnock informed the Board that the owner/contractor had done damage to said road after new road construction had been performed, a true and correct copy of a spreadsheet containing an estimate of such costs may be found in the Miscellaneous Appendix to these Minutes,

Following discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to authorize County Engineer Rudy Warnock and County Administrator Donnie Caughman to contact Mr. Tim Walker to make arrangements to reach an equitable resolution to repair said road. 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 and Mr. Caughman were and are hereby so authorized.

SO ORDERED this the 17th day of April, 2006.

In re: Acknowledge Clerk of the Board Report for March 2006

WHEREAS, County Comptroller Mark Houston did appear before the Board and presented the Clerk of the Board Report for the month of March, 2006, 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 the Clerk of the Board Report for March, 2006. The vote on the matter

President's Initials: _____

Date Signed: _____

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 Clerk of the Board Report for the month of March, 2006 was and is hereby acknowledged.

SO ORDERED this the 17th day of April, 2006.

In re: Consideration of Proposed Budget Amendments

WHEREAS, County Comptroller Mark Houston did appear before the Board and presented certain proposed budget amendments as reflected in that certain spreadsheet dated April 17, 2006 and attached hereto as Exhibit J, spread hereupon and incorporated herein by reference,

Following discussion, Mr. Douglas L. Jones did offer and Mr. Andy Taggart did second a motion to approve said proposed budget amendments. 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 budget amendments were and are hereby approved.

SO ORDERED this the 17th day of April, 2006.

In re: Approval of Claims Docket for April 17, 2006

WHEREAS, the Board reviewed the claims docket for April 17, 2006, and

WHEREAS, the County Comptroller 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	1711 to 1824	114	383,428.98
012	133 to 138	6	2,177.01
097	193 to 202	10	5,384.42
105	34 to 37	4	147,072.66
113	43 to 46	4	40,393.00
114	9 to 9	1	68,305.72
115	26 to 27	2	4,520.66
116	18 to 19	2	282.23
120	62 to 65	4	212.46
150	580 to 608	29	47,712.18
160	103 to 115	13	56,727.47

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170	6 to 6	1	16,620.00
190	87 to 90	4	474.62
302	28 to 28	1	881.62
401	21 to 24	4	38,801.02
TOTAL ALL FUNDS		199	812,994.05

Following discussion, Mr. Andy Taggart did offer and Mr. Paul Griffin did second a motion to approve the claims docket as presented. Said motion directed that invoice numbers should be attached to each claim on the claims docket and further directed the Chancery Clerk to publish the Summary of Claims as required by law and to authorize the Board President to sign and approve the Claims Docket, a copy of which may be found in the Miscellaneous Appendix to these Minutes together with a separate Resolution approving payment of said claims, which Resolution is attached hereto as Exhibit K, 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 17th day of April, 2006.

In re: Consideration of Right of Way Agent for Riley Williams Road

WHEREAS, County Administrator Donnie Caughman did appear before the Board and presented correspondence from Ken Harmon, Esq. with the law firm of Brunini, Grantham, Grower & Hewes dated April 7, 2006, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, and

WHEREAS, Mr. Caughman requested the Board designate Fletcher Shaw of the firm Shaw, Powell & Associates as the county's right of way agent for purposes of obtaining rights of way along Riley Williams Road, and direct him to obtain such necessary rights of way along said road,

Following discussion, Mr. Paul Griffin did offer and Mr. Karl M. Banks did second a motion to authorize Mr. Shaw to obtain necessary rights of way along Riley Williams Road for a cul de sac for purposes of a turn around for garbage pickup. 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. Shaw was and is hereby instructed.

SO ORDERED this the 17th day of April, 2006.

In re: Approval of Various 16th Section Leases

President's Initials: _____

Date Signed: _____

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

Lessees: Walter T. Johnson, and wife Amber O. Johnson
 Description: Lot 2, 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

Lessees: Stephen L. Morris, and wife Kim R. Morris
 Description: Lot 9, Bonne Terre Subdivision
 Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 256.66
6 - 10	\$ 282.32
11 - 15	\$ 307.98
16 - 20	\$ 333.64
21 - 25	\$ 359.30
26 - 30	\$ 384.96
31 - 35	\$ 410.62
36 - 40	\$ 436.28

Lessees: Jason B. McClellan, and wife Jamie c. McClellan
 Description: Lot 5, Bonne Terre Subdivision
 Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 256.66
6 - 10	\$ 282.32
11 - 15	\$ 307.98
16 - 20	\$ 333.64
21 - 25	\$ 359.30
26 - 30	\$ 384.96
31 - 35	\$ 410.62
36 - 40	\$ 436.28

Lessees: Chad M. Knight
 Description: Lot 130, Sherbourne Subdivision, Part 5
 Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 256.66
6 - 10	\$ 279.99
11 - 15	\$ 303.32
16 - 20	\$ 326.65

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21 - 25	\$ 349.98
26 - 30	\$ 373.31
31 - 35	\$ 396.64
36 - 40	\$ 419.97

Lessees: Wendel Joseph Chudy, IV, and wife Wendy Chudy
Description: Lot 4, Bonne Terre Subdivision
Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 256.66
6 - 10	\$ 282.32
11 - 15	\$ 307.98
16 - 20	\$ 333.64
21 - 25	\$ 359.30
26 - 30	\$ 384.96
31 - 35	\$ 410.62
36 - 40	\$ 436.28

Lessees: W. C. Burrell, Thelma Burrell, Willie Tripp, and Jackie Sumler-Fields
Description: Lot 5, Jones East Addition, Town of Flora
Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 200.00
6 - 10	\$ 220.00
11 - 15	\$ 240.00
16 - 20	\$ 260.00
21 - 25	\$ 280.00
26 - 30	\$ 300.00
31 - 35	\$ 320.00
36 - 40	\$ 340.00

Lessees: Johnnie Willie Battle
Description: Lot 6, Knox Subdivision, Town of Flora
Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 150.00
6 - 10	\$ 165.00
11 - 15	\$ 180.00
16 - 20	\$ 195.00
21 - 25	\$ 210.00
26 - 30	\$ 225.00
31 - 35	\$ 240.00
36 - 40	\$ 255.00

Mr. Paul Griffin 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

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 13 of 17 (04/17/06)

Supervisor Karl M. Banks Aye
Supervisor Paul Griffin Aye

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

SO ORDERED this the 17th day of April, 2006.

In re: Consideration of Engineering Contracts for Professional Engineering Services on Park Place Boulevard, Calhoun Station Parkway, Phase II, Reunion Parkway Phase III, Gluckstadt Widening Project - Warnock & Associates, LLC

WHEREAS, Board Attorney Edmund L. Brunini, Jr. did appear before the Board and presented four (4) contracts for Professional Engineering Services pertaining to, respectively, Park Place Boulevard, Calhoun Station Parkway, Phase II, Reunion Parkway Phase III, Gluckstadt Widening Project, and

WHEREAS, said contracts are to authorize County Engineer Rudy Warnock and Warnock & Associates, LLC to perform such services on behalf of the county for each respective project, and

WHEREAS, a true and correct copy of said contracts 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 approve said contracts and authorize and direct the Board President to execute the same. 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 contracts were and are approved and the Board President so authorized.

SO ORDERED this the 17th day of April, 2006.

In re: Authorization of Re-advertising of Notice of Bond Sale on \$17,500,000 General Obligation Road and Bridge and Refunding Bonds Series 2006

WHEREAS, Mr. Steve Pittman did appear before the Board and requested permission to re-advertise the Notice of Bond Sale on \$17,500,000 General Obligation Road and Bridge and Refunding Bonds Series 2006 due to a clerical error in the previous publication:

WHEREAS, on March 27, 2005, the Board of Supervisors of Madison County, Mississippi (the "Governing Body" of the "County") did consider and adopt a resolution which approved the distribution of a Notice of Bond Sale, Official Form of Proposal and Preliminary Official Statement in connection with the sale of the County's \$17,500,000 General Obligation Road and Bridge and Refunding Bonds, Series 2006 (the "Bonds"); and

WHEREAS, the March 27, 2006 resolution of the Governing Body further authorized the publication of the Notice of Bond sale in The Madison County Herald in connection with the sale of the Bonds; and

President's Initials: _____

Date Signed: _____

WHEREAS, such Notice of Bond Sale provided that the sale of the Bonds would occur at 2:00 p.m. on April 24, 2006 at the Governing Body's regular meeting place in Canton, Mississippi; and

WHEREAS, due to a clerical error, it has come to the attention of the Governing Body that the proposed sale date for the Bonds needs to be changed from 2:00 p.m. on April 24, 2006 to 2:00 p.m. on May 1, 2006; and

WHEREAS, the Governing Body does hereby desire to provide for the change in the sale date of the Bonds and to authorize the Chancery Clerk, Financial Advisor and Co-Bond Counsel to do all things and to prepare such documentation in connection with such change.

RESOLVED THAT, following discussion of the matter, Mr. Karl M. Banks did offer and Mr. Andy Taggart did second a motion to authorize (1) the change in the sale date of the Bonds to 2:00 p.m. on May 1, 2006, (2) the Chancery Clerk, Financial Advisor and Co-Bond Counsel to do all things and to prepare such documentation in connection with such change, including providing for necessary changes to each of the Notice of Bond Sale, Official Form of Proposal and Preliminary Official Statement, (3) the distribution of such revised documents in connection with the sale of the Bonds, and (4) re-advertising of Notice of Bond Sale for the Bonds in the same manner as hereinafter provided by the Governing Body of the County.

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 re-advertising was and is hereby authorized.

SO ORDERED this the 17th day of April, 2006.

In re: Rejection of Bid on South Madison Fire Station No. 2 (Lake Caroline)

Following discussion and upon the recommendation of County Fire Coordinator Mack Pigg, Mr. Karl M. Banks did offer and Mr. Andy Taggart did second a motion to reject all bids received for the construction of South Madison Fire Station No. 2 (Lake Caroline). 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 bids were and are hereby rejected.

SO ORDERED this the 17th day of April, 2006.

In re: Acknowledge Hirings and Resignations at the Sheriff's Department

WHEREAS, Sheriff Toby Trowbridge did appear before the Board and presented three (3) new hires and nine (9) resignations for the Sheriff's Department, a true and correct copy of a

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 15 of 17 (04/17/06)

memorandum to this effect may be found in the Miscellaneous Appendix to these Minutes, and

Following discussion, Mr. Andy Taggart did offer and Mr. Douglas L. Jones did second a motion to acknowledge receipt of three (3) new hires and nine (9) resignations at the Sheriff's Department. 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 hires and resignations were and are hereby acknowledged.

SO ORDERED this the 17th day of April, 2006.

In re: Authorize Advertising for the Purchase of Three (3) Used SUV's for Sheriff Department

WHEREAS, Sheriff Toby Trowbridge did appear before the Board and requested permission to advertise for the purchase of three (3) used SUV's for the Sheriff's Department,

WHEREAS, Sheriff Trowbridge did inform the Board said vehicles would be paid from the Federal and State Drug Seizure Fund,

Following discussion, Mr. Karl M. Banks did offer and Mr. Paul Griffin did second a motion to authorize an advertisement for the purchase of three (3) used SUV's for the Sheriff's Department. 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 hires and resignations were and are hereby acknowledged.

SO ORDERED this the 17th 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 Andy Taggart and approved by the unanimous vote of those present, the meeting of the Board of Supervisors was recessed until Monday, April 24, 2006 at 9:00 a. m. to consider the contract of Neel-Schaffer, Inc. for engineering services pertaining to environmental studies, design and construction services pertaining to the Reunion Parkway Interchange Phase III and any other business which may properly come before the Board.

Tim Johnson, President
Madison County Board of Supervisors

Date signed: _____

President's Initials: _____

Date Signed: _____

ATTEST:

Arthur Johnston, Chancery Clerk

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 17 of 17 (04/17/06)

Please Submit in Duplicate

PETITION FOR REDUCTION OF ASSESSMENT

Property of MADISON School Dist. _____ Road Dist. _____
STATE OF MISSISSIPPI
COUNTY OF MADISON

Now comes GERALD R. BARBER and applies for a reduction in the assessments
(Tax Assessor-Affiant-Taxpayer)
against the petitioners on the REAL Assessment Roll for the year 2005.
(Real or Personal)

PER ATTACHED FORM 60-606 TOTAL: 220596

AFFIDAVIT FOR CHANGE

STATE OF MISSISSIPPI
COUNTY OF MADISON

Page	Line	Parcel	Land	Improvements	Total Value	Change
		<u>VARIOUS</u>				

Owner: VARIOUS Reason for change: VARIOUS

Application is hereby made by, or on behalf of, the taxpayer named for change or reduction of assessment, and the parties signed below swear to and certify that all facts stated are true.

AFFIANT _____ TAXPAYER _____
Witness my signature this the 17TH day of APRIL, 2006.

TAX ASSESSOR GERALD R BARBER
[Signature]
ORDER OF BOARD OF SUPERVISORS
STATE OF MISSISSIPPI
COUNTY OF MADISON

ORDER
It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said application that the assessment should be changed or reduced;
IT IS, THEREFORE, ORDERED by the Board of Supervisors of MADISON County, Mississippi, that a total reduction of the assessment on said roll of \$ 220596 and said changes being for the year 2005;

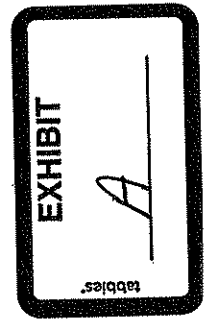
IT IS FURTHER ORDERED, that the Clerk of this Board certify two copies of this order to the State Tax Commission. The Clerk of this Board is hereby authorized and directed to change the Original Assessment Roll in his office, and the Tax Collector of this County is hereby authorized and directed to change the copy in his possession to conform with the provisions of this order, and the Tax Collector be given the proper credit therefor, including district taxes, and Homestead Exemption, if any, be adjusted.

ORDERED AND ADJUDGED this the 17 day of April, 2006.
[Signature]
(President of Board of Supervisors)

CLERK'S CERTIFICATE

I, Arthur Johnston, Clerk of the Board of Supervisors of Madison County, State of Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors, passed on the day 17 of April, 2006 as the same appears on Page of Minute Book 2006 of said Board, now on file in the office of said Clerk in the City of Canton in said County.

Witness my hand and official seal, this the 17 day of April, 2006.
[Signature]
Clerk of the Board of Supervisors of Madison County, Mississippi



LANDROLL CHANGES		GERALD R BARBER TAX ASSESSOR		MADISON COUNTY		2005 ROLL PAGE 1	
LAST UPDATED 4/10/06							
PAGE	LINE	OWNERS NAME	PARCEL NUMBER	ASSESSMENT AS ON ROLL	AMOUNT	REASON	CODE
				IMPROVEMENTS	LAND	TOTAL	OF
					CHANGE	CHANGE	REASON
GROUP 2006							
		APRIL - DECREASES					
PAGE 1	1	FREEDONYAH SALE	52D-17-001/05.00	3878	3945	7823	10% FORM
PAGE 1	2	ON POINT, LLC	61I-29C-043/00.00	6180	1245	7425	10% FORM
PAGE 1	3	NEWPOINTE OFFICE	71G-25D-012/00.00	0	67041	67041	10% FORM
PAGE 1	4	R HUGO NEWCOMB	71H-27-044/01.01	184032	15000	199032	10% FORM
PAGE 1	5	MICHELLE M MOORE	72A-01C-035/00.00	7962	2700	10662	10% FORM
PAGE 1	6	DAVID WILSON	72A-01C-054/76.00	10361	2700	13061	10% FORM
PAGE 1	7	GERALDINE LINDGRIN	72C-08A-047/62.00	8775	4500	13275	10% FORM
PAGE 1	8	PHILLIP McDONALD	72B-09A-006/00.00	14300	5250	19550	10% FORM
PAGE 1	9	BRAD STEPHENS	72B-09A-007/00.00	12335	5250	17585	10% FORM
PAGE 1	10	CHRISTOPHER NUTTER	72B-09B-150/00.00	28820	6000	34820	10% FORM
PAGE 1	11	MATTHEW ELLIS	72A-11A-002/01.21	7563	2250	9803	10% FORM
PAGE 1	12	CARL WIDDIG	72E-15A-001/01.43	23420	6750	30170	10% FORM
PAGE 1	13	THOMAS MOAK	72E-16A-002/15.00	29343	6750	36093	10% FORM
PAGE 1	14	THOMAS CONERLY	72E-21D-119/00.00	29316	6000	35316	10% FORM
PAGE 1	15	MING F WU	72H-28D-043/00.00	12903	4950	17853	10% FORM
PAGE 1	16	MERRIDA COXWELL	72I-29B-217/00.00	67640	13530	81170	10% FORM
PAGE 1	17	MONIQUE GUILTRY	72I-29C-100/00.00	21528	6750	28278	10% FORM
PAGE 1	18	AMANDA ARMSTRONG	72I-29D-126/00.00	17453	6750	24203	10% FORM
PAGE 1	19	CHISTOPHER COFER	72I-30C-109/00.00	20582	5100	25682	10% FORM
PAGE 1	20						
PAGE 1	21						
PAGE 1	22						
PAGE 1	23						
TOTAL						\$	(220,596)
TO BOS - APRIL 17, 2006							

BOOK 2006 PAGE 0302

Please Submit in Duplicate

PETITION FOR REDUCTION OF ASSESSMENT

Property of MADISON School Dist. _____ Road Dist. _____
STATE OF MISSISSIPPI
COUNTY OF MADISON

Now comes GERALD R. BARBER and applies for a reduction in the assessments
(Tax Assessor-Affiant-Taxpayer)
against the petitioners on the REAL Assessment Roll for the year 2005.
(Real or Personal)

PER ATTACHED FORM 60-606 TOTAL: 182181

AFFIDAVIT FOR CHANGE

STATE OF MISSISSIPPI
COUNTY OF MADISON

Page	Line	Parcel	Land	Improvements	Total Value	Change
		<u>VARIOUS</u>				
Owner	<u>VARIOUS</u>					Reason for change
						<u>VARIOUS</u>

Application is hereby made by, or on behalf of, the taxpayer named for change or reduction of assessment, and the parties signed below swear to and certify that all facts stated are true.

AFFIANT _____ TAXPAYER _____
Witness my signature this the 17TH day of APRIL, 20 06.

TAX ASSESSOR GERALD R BARBER
[Signature]
ORDER OF BOARD OF SUPERVISORS

STATE OF MISSISSIPPI
COUNTY OF MADISON

ORDER

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said application that the assessment should be changed or reduced,
IT IS, THEREFORE, ORDERED by the Board of Supervisors of MADISON County, Mississippi, that a total reduction of the assessment on said roll of \$ 182181 and said changes being for the year 2005;

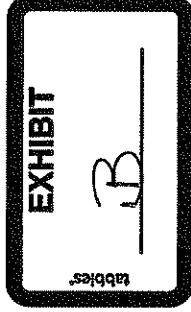
IT IS FURTHER ORDERED, that the Clerk of this Board certify two copies of this order to the State Tax Commission. The Clerk of this Board is hereby authorized and directed to change the Original Assessment Roll in his office, and the Tax Collector of this County is hereby authorized and directed to change the copy in his possession to conform with the provisions of this order, and the Tax Collector be given the proper credit therefor, including district taxes, and Homestead Exemption, if any, be adjusted.

ORDERED AND ADJUDGED this the 17 day of April, 20 06.
[Signature]
(President of Board of Supervisors)

CLERK'S CERTIFICATE

I, Arthur Johnston, Clerk of the Board of Supervisors of Madison County, State of Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors, passed on the day 17 of April 2006 as the same appears on Page _____ of Minute Book 2006 of said Board, now on file in the office of said Clerk in the City of Canton in said County.

Witness my hand and official seal this the 17 day of April 2006.
[Signature]
Clerk of the Board of Supervisors



MADISON COUNTY		GERALD R BARBER TAX ASSESSOR		REAL PROPERTY		2005 ROLL		PAGE 2	
LINE	PAGE	OWNERS NAME	PARCEL NUMBER	ASSESSMENT AS ON ROLL	AMOUNT	REASON	CODE	ROST NO.	
				IMPROVEMENTS	LAND	TOTAL	OF	FOR	
		APRIL - DECREASES		CHANGE		CHANGE			
PAGE 1	1	KEVIN HAMILTON	72L-31B-226/00.00	9810	4500	14310	-4770	10% FORM	11
PAGE 1	2	TOWNLINE SQUARE	72L-31C-014/01.00	233474	318237	551711	-101711	CORRECTED TOTAL VALUES	12
PAGE 1	3	STEVEN WEEKS	81F-13-002/05.00	43980	8100	52080	-17360	10% FORM	11
PAGE 1	4	SUSAN RHODES	81E-15-044/00.00	18537	6750	25287	-8429	10% FORM	11
PAGE 1	5	EVERETTE RATCHIFFE	81E-15-123/00.00	16115	6000	22115	-7372	10% FORM	11
PAGE 1	6	LIVINGSTON DEV. CORP	81E-16-001/02.32	0	12750	12750	-5100	CORRECTED TOTAL VALUES	12
PAGE 1	7	LIVINGSTON DEV. CORP	81E-16-001/02.35	0	12750	12750	-5100	CORRECTED TOTAL VALUES	12
PAGE 1	8	RICHARD HOLLAND	81H-34-351/00.00	21819	6000	27819	-9273	10% FORM	11
PAGE 1	9	TIMOTHY MATTOX	82F-24-182/00.00	16469	5250	21719	-7240	10% FORM	11
PAGE 1	10	ROBERT BROWN	82G-25A-013/03.00	11282	3000	14282	-9782	REMOVED IMPROVEMENT	12
PAGE 1	11	WALTER JOHNSON	93C-07A-003/02.04	13608	1800	15408	-5136	10% FORM	11
PAGE 1	12	JAMES SMITH	105D-19-013/00.00	0	998	998	-908	CORRECTED TOTAL VALUES	12
PAGE 1	13								
PAGE 1	14								
PAGE 1	15								
PAGE 1	16								
PAGE 1	17								
PAGE 1	18								
PAGE 1	19								
PAGE 1	20								
PAGE 1	21								
PAGE 1	22								
PAGE 1	23								
PAGE 1	24								
TOTAL									

TO BOS - APRIL 2006 (182,181) \$

CONTRACT FOR FIRE PROTECTION SERVICE

This Contract is entered into by and between the Madison County Board of Supervisors, as the governing authority of Madison County, and the City of Canton, Mississippi, as the governing authority of the City of Canton's Municipal Fire Department, hereinafter referred to, respectively, as "County," and the City of Canton Fire Department, Inc., hereinafter referred to as "Fire Department," for the express purpose of providing fire protection services, and other emergency services as may be a necessary and integral part of fire protection services, to Madison County in the areas and under the circumstances herein below described:

I. AUTHORITY

This Contract is entered into pursuant to the authority of 983-1-39, 919-5-175, and 919-5-233 of the Mississippi Code. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department.

II. TERM

The term of this contract shall be for one year, from the date of approval and signed by the Insurance Commissioner and the President of the board of Supervisors, commencing on the date this Contract is approved by the Board of Supervisors and terminating one year from the date of approval.

III. TERMINATION

Any party may terminate this Contract by giving written notice to all other parties upon thirty (30) days notice, subject to reimbursement by the Fire Dept. to the county of Funds paid to date, prorated by that portion of the term of the contract that has expired prior to termination.

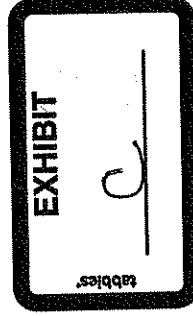
IV. SERVICE AREA

Fire Department shall provide fire protection services, and other emergency services as may be a necessary and integral part of the fire protection service, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire Department from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining Counties.

V. COUNTY RESPONSIBILITIES**A. EQUIPMENT, BUILDINGS, AND INVENTORY**

The County may make available to the Fire Department during the life of this Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Madison County and documented on the Property Inventory of the County. Any other emergency equipment on loan from state or federal agencies and assigned by the County to the use of the Fire Department shall be inventoried as County equipment.

All County owned buildings provided for the use of the Fire Department for the housing of equipment shall be inventoried by the County. This paragraph is not to be considered as a limitation on the ability of the Fire Department or the Districts to own property.



B. INSURANCE

- (i) The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, fire fighting equipment and buildings assigned to the use of the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as the Tort Claims Board or State Law determines to be necessary to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Tort Claims

Act. VI. FINANCIAL SUPPORT

The Madison County Board of Supervisors agrees to provide and pay over to the City of Canton, as funds become available to the county, an amount of Ten Thousand Dollars (\$10,000) of the State of Mississippi fire insurance rebate money received by Madison County for the terms of this contract. The City of Canton must still follow State Laws on how insurance rebate money is spent. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge such budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than July 1. The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

VII. FIRE DEPARTMENT MEMBERSHIP

The Fire Department warrants that it is a duly chartered and active fire department having a roster of qualified fire fighters of which not less than fifty percent (50) have completed, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the minimum age at which the Mississippi Fire Academy will accept students for training and testing as "Certified Fire Fighters, Level I" and a Nationally Registered Emergency Medical Technician. Only properly licensed and trained personnel will be allowed to operate motor vehicle equipment owned by the County. It is recommended that each driver must successfully complete an Emergency Driver Safety Course. It is understood that the Fire Department may in its discretion operate a Junior Membership Program for volunteers at least fifteen (15) years or age for the purpose of public interest, recruitment and education. However, such Junior Members shall not take part in emergency services provided by the Fire Department. Such Junior Members shall not be covered under the insurance described herein above and such Program shall be at the sole risk and under the sole control of the Fire Department. The Fire Department shall maintain a membership roster containing the names, addresses, social security numbers, driver's license numbers, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator. Any changes, additions, or deletions to the roster shall be immediately reported to the County Fire Coordinator. No alcoholic beverages shall be allowed on the County premises assigned to the use of the Fire Department or property owned by the Fire Department, and no

fire fighter shall be allowed to respond to an emergency call while under the influence of alcohol or drugs. The monitoring of this requirement shall be the sole responsibility of the Fire Department. Any violations must be reported to the County through the County Fire Coordinator within 24 hours of the occurrence.

VIII. FIRE DEPARTMENT RECORDS

Records of all alarms and fire calls shall be maintained with combined monthly reports to the County through the Fire Coordinator. Documentation of all personal injuries, accidents or property damage must be recorded and reported to the County through the Fire Coordinator within 24 hours following the occurrence. The Fire Department must maintain auditable records or the receipt and expenditure of any and all funds which may be appropriated directly to the Fire Department from the County and a copy of the Fire Department's annual audit shall be provided to the County.

IX. EQUIPMENT AND BUILDING MAINTENANCE

The Fire Department shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, safe, reliable operating condition, and shall provide repairs, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or from the Fire department's own independently generated funds, and shall return the County property in as good condition as when received, except for ordinary wear and depreciation. The maintenance and safety of the equipment will be the exclusive responsibility of the Fire Department. The Fire Department will provide inspection, repair, and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire Department's annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time.

X. EQUIPMENT USAGE

The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining counties. When responding to such emergency calls, the Fire Department shall cooperate with all other fire departments or agencies responding. The Fire Department shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the Fire Department the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls

XI. RATING IMPROVEMENTS

Diligent effort shall be made by the Fire Department to attain the most effective fire insurance rating for the area or areas being served.

XII. COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the County to contribute to the operation and performance of the Fire Department.

XIII. COOPERATION WITH COUNTY FIRE COORDINATOR

State law requires that the County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Department of Fire Services Development, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The

duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all Fire Department actions. The Fire Departments and/or Fire Districts shall respect this responsibility and direct their contact with these parties through the Fire Coordinator. Rebate funds and insurance policies require accurate and timely reports that will be requested from the Fire Department by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Fire Coordinator shall report annually on progress.

XIV. EFFECTIVE DATE

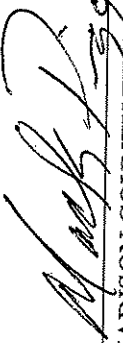
This agreement shall be effective as the latest date executed by the parties and shall supersede all previous agreements between the parties.

Approved and authorized by the Madison County Board of Supervisors on the 17 day of April, 2006.

MADISON COUNTY, MISSISSIPPI



PRESIDENT OF THE BOARD OF SUPERVISORS



MADISON COUNTY FIRE COORDINATOR



MAYOR CITY OF CANTON

ATTEST:

CHANCERY CLERK

APPROVED:

COMMISSIONER OF INSURANCE

CONTRACT FOR FIRE PROTECTION SERVICE

This Contract is entered into by and between the Madison County Board of Supervisors, as the governing authority of Madison County, and the Flora Fire Department, as the governing authority of The Town of Flora, hereinafter referred to, respectively, as "County," and the Flora Fire Department, Inc., hereinafter referred to as "Fire Department," for the express purpose of providing fire protection services, and other emergency services as may be a necessary and integral part of fire protection services, to Madison County in the areas and under the circumstances herein below described:

I. AUTHORITY

This Contract is entered into pursuant to the authority of 983-1-39, 919-5-175, and 919-5-233 of the Mississippi Code. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department.

II. TERM

The term of this contract shall be for one year, from the date of approval and signed by the Insurance Commissioner and the President of the Board of Supervisors, commencing on the date this Contract is approved by the Board of Supervisors and terminating one year from the date of approval.

III. TERMINATION

Any party may terminate this Contract by giving written notice to all other parties upon thirty (30) days notice, subject to reimbursement by the Fire Dept. to the County of Funds paid to date, prorated by that portion of the term of the contract that has expired prior to termination.

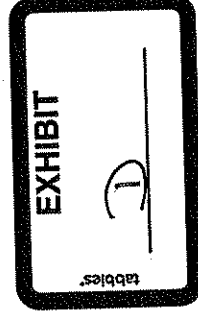
IV. SERVICE AREA

Fire Department shall provide fire protection services, and other emergency services as may be a necessary and integral part of the fire protection service, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire Department from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining Counties.

V. COUNTY RESPONSIBILITIES**A. EQUIPMENT, BUILDINGS, AND INVENTORY**

The County may make available to the Fire Department during the life of this Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Madison County and documented on the Property Inventory of the County. Any other emergency equipment on loan from state or federal agencies and assigned by the County to the use of the Fire Department shall be inventoried as County equipment.

All County owned buildings provided for the use of the Fire Department for the housing of equipment shall be inventoried by the County. This paragraph is not to be considered as a limitation on the ability of the Fire Department or the Districts to own property.



B. INSURANCE

- (i) The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, fire fighting equipment and buildings assigned to the use of the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as the Tort Claims Board or State Law determines to be necessary to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Tort Claims

Act. VI. FINANCIAL SUPPORT

The Madison County Board of Supervisors agrees to provide and pay over to the Flora Fire Protection District, as funds become available to the county, an amount of Ten Thousand Dollars (\$10,000) of the State of Mississippi fire insurance rebate money received by Madison County for the terms of this contract. Flora Fire Department must still follow State Laws on how insurance rebate-money is spent. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge such budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than July 1. The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

VII. FIRE DEPARTMENT MEMBERSHIP

The Fire Department warrants that it is a duly chartered and active fire department having a roster of qualified fire fighters, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the minimum age at which the Mississippi Fire Academy will accept students for training and testing as "Certified Volunteer Fire Fighters, Level I". Only properly licensed and trained personnel will be allowed to operate motor vehicle equipment owned by the County. It is recommended that each driver must successfully complete an Emergency Driver Safety Course. It is understood that the Fire Department may in its discretion operate a Junior Membership Program for volunteers at least fifteen (15) years or age for the purpose of public interest, recruitment and education. However, such Junior Members shall not take part in emergency services provided by the Fire Department. Such Junior Members shall not be covered under the insurance described herein above and such Program shall be at the sole risk and under the sole control of the Fire Department. The Fire Department shall maintain a membership roster containing the names, addresses, social security numbers, driver's license numbers, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator. Any changes, additions, or deletions to the roster shall be immediately reported to the County Fire Coordinator. No alcoholic beverages shall be allowed on the County premises assigned to the use of the Fire Department or property owned by the Fire Department, and no fire fighter shall be allowed to respond to an emergency call while under the influence of alcohol or drugs. The

monitoring of this requirement shall be the sole responsibility of the Fire Department. Any violations must be reported to the County through the County Fire Coordinator within 24 hours of the occurrence.

VIII. FIRE DEPARTMENT RECORDS

Records of all alarms and fire calls shall be maintained with combined monthly reports to the County through the Fire Coordinator. Documentation of all personal injuries, accidents or property damage must be recorded and reported to the County through the Fire Coordinator within 24 hours following the occurrence. The Fire Department must maintain auditable records or the receipt and expenditure of any and all funds which may be appropriated directly to the Fire Department from the County and a copy of the Fire Department's annual audit shall be provided to the County.

IX. EQUIPMENT AND BUILDING MAINTENANCE

The Fire Department shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, safe, reliable operating condition, and shall provide repairs, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or from the Fire department's own independently generated funds, and shall return the County property in as good condition as when received, except for ordinary wear and depreciation. The maintenance and safety of the equipment will be the exclusive responsibility of the Fire Department. The Fire Department will provide inspection, repair, and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire Department's annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time.

X. EQUIPMENT USAGE

The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining counties. When responding to such emergency calls, the Fire Department shall cooperate with all other fire departments or agencies responding. The Fire Department shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the Fire Department the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls.

XI. RATING IMPROVEMENTS

Diligent effort shall be made by the Fire Department to attain the most effective fire insurance rating for the area or areas being served.

XII. COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the County to contribute to the operation and performance of the Fire Department.

XIII. COOPERATION WITH COUNTY FIRE COORDINATOR

State law requires that the County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Department of Fire Services Development, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The

duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all Fire Department actions. The Fire Departments and/or Fire Districts shall respect this responsibility and direct their contact with these parties through the Fire Coordinator. Rebate funds and insurance policies require accurate and timely reports that will be requested from the Fire Department by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Fire Coordinator shall report annually on progress.

XIV. EFFECTIVE DATE

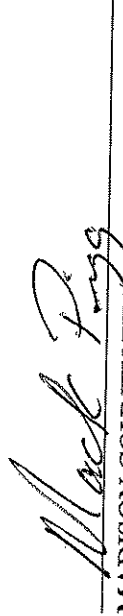
This agreement shall be effective as the latest date executed by the parties and shall supersede all previous agreements between the parties.

Approved and authorized by the Madison County Board of Supervisors on the 17 day of August, 2006.

MADISON COUNTY, MISSISSIPPI



PRESIDENT OF THE BOARD OF SUPERVISORS



MADISON COUNTY FIRE COORDINATOR

Mayor of Flora

ATTEST:

CHANCERY CLERK

APPROVED:

COMMISSIONER OF INSURANCE

CONTRACT FOR FIRE PROTECTION SERVICE

This Contract is entered into by and between the Madison County Board of Supervisors, as the governing authority of Madison County, and the South Madison Volunteer Fire Department, as the governing authority of South Madison Fire Protection District, hereinafter referred to, respectively, as "County," and the South Madison Volunteer Fire Department, Inc., hereinafter referred to as "Fire Department," for the express purpose of providing fire protection services, and other emergency services as may be a necessary and integral part of fire protection services, to Madison County in the areas and under the circumstances herein below described:

I. AUTHORITY

This Contract is entered into pursuant to the authority of 983-1-39, 919-5-175, and 919-5-233 of the Mississippi Code. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department.

II. TERM

The term of this contract shall be for one year, from the date of approval and signed by the Insurance Commissioner and the President of the Board of Supervisors, commencing on the date this Contract is approved by the Board of Supervisors and terminating one year from the date of approval.

III. TERMINATION

Any party may terminate this Contract by giving written notice to all other parties upon thirty (30) days notice, subject to reimbursement by the Fire Dept. to the County of Funds paid to date, prorated by that portion of the term of the contract that has expired prior to termination..

IV. SERVICE AREA

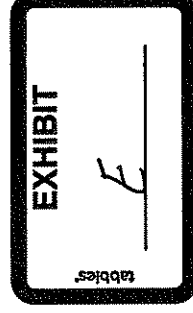
Fire Department shall provide fire protection services, and other emergency services as may be a necessary and integral part of the fire protection service, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire Department from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining Counties.

V. COUNTY RESPONSIBILITIES

A. EQUIPMENT, BUILDINGS, AND INVENTORY

The County may make available to the Fire Department during the life of this Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Madison County and documented on the Property Inventory of the County. Any other emergency equipment on loan from state or federal agencies and assigned by the County to the use of the Fire Department shall be inventoried as County equipment.

All County owned buildings provided for the use of the Fire Department for the housing of equipment shall be inventoried by the County. This paragraph is not to be considered as a limitation on the ability of the Fire Department or the Districts to own property.



B. INSURANCE

- (i) The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, fire fighting equipment and buildings assigned to the use of the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as the Tort Claims Board or State Law determines to be necessary to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Tort Claims

Act. VI. FINANCIAL SUPPORT

The Madison County Board of Supervisors agrees to provide and pay over to the South Madison Fire Protection District, as funds become available to the county, an amount of five Thousand Dollars (\$10,000) of the State of Mississippi fire insurance rebate money received by Madison County for the terms of this contract. South Madison Fire Department must still follow State Laws on how insurance rebate money is spent. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge such budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than July 1. The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

VII. FIRE DEPARTMENT MEMBERSHIP

The Fire Department warrants that it is a duly chartered and active fire department having a roster of qualified fire fighters, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the minimum age at which the Mississippi Fire Academy will accept students for training and testing as "Certified Volunteer Fire Fighters, Level I". Only properly licensed and trained personnel will be allowed to operate motor vehicle equipment owned by the County. It is recommended that each driver must successfully complete an Emergency Driver Safety Course. It is understood that the Fire Department may in its discretion operate a Junior Membership Program for volunteers at least fifteen (15) years or age for the purpose of public interest, recruitment and education. However, such Junior Members shall not take part in emergency services provided by the Fire Department. Such Junior Members shall not be covered under the insurance described herein above and such Program shall be at the sole risk and under the sole control of the Fire Department. The Fire Department shall maintain a membership roster containing the names, addresses, social security numbers, driver's license numbers, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator. Any changes, additions, or deletions to the roster shall be immediately reported to the County Fire Coordinator. No alcoholic beverages shall be allowed on the County premises assigned to the use of the Fire Department or property owned by the Fire Department, and no fire fighter shall be allowed to respond to an emergency call while under the influence of alcohol or drugs. The

monitoring of this requirement shall be the sole responsibility of the Fire Department. Any violations must be reported to the County through the County Fire Coordinator within 24 hours of the occurrence.

VIII. FIRE DEPARTMENT RECORDS

Records of all alarms and fire calls shall be maintained with combined monthly reports to the County through the Fire Coordinator. Documentation of all personal injuries, accidents or property damage must be recorded and reported to the County through the Fire Coordinator within 24 hours following the occurrence. The Fire Department must maintain auditable records or the receipt and expenditure of any and all funds which may be appropriated directly to the Fire Department from the County and a copy of the Fire Department's annual audit shall be provided to the County.

IX. EQUIPMENT AND BUILDING MAINTENANCE

The Fire Department shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, safe, reliable operating condition, and shall provide repairs, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or from the Fire department's own independently generated funds, and shall return the County property in as good condition as when received, except for ordinary wear and depreciation. The maintenance and safety of the equipment will be the exclusive responsibility of the Fire Department. The Fire Department will provide inspection, repair, and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire Department's annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time.

X. EQUIPMENT USAGE

The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining counties. When responding to such emergency calls, the Fire Department shall cooperate with all other fire departments or agencies responding. The Fire Department shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the Fire Department the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls.

XI. RATING IMPROVEMENTS

Diligent effort shall be made by the Fire Department to attain the most effective fire insurance rating for the area or areas being served.

XII. COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the County to contribute to the operation and performance of the Fire Department.

XIII. COOPERATION WITH COUNTY FIRE COORDINATOR

State law requires that the County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Department of Fire Services Development, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The

duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all Fire Department actions. The Fire Departments and/or Fire Districts shall respect this responsibility and direct their contact with these parties through the Fire Coordinator. Rebate funds and insurance policies require accurate and timely reports that will be requested from the Fire Department by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Fire Coordinator shall report annually on progress.

XIV. EFFECTIVE DATE

This agreement shall be effective as the latest date executed by the parties and shall supersede all previous agreements between the parties.

Approved and authorized by the Madison County Board of Supervisors on the 17 day of October, 2006.

MADISON COUNTY, MISSISSIPPI



PRESIDENT OF THE BOARD OF SUPERVISORS



MADISON COUNTY FIRE COORDINATOR

South Madison's Board President

ATTEST:

CHANCERY CLERK

APPROVED:

COMMISSIONER OF INSURANCE

CONTRACT FOR FIRE PROTECTION SERVICE

This Contract is entered into by and between the Madison County Board of Supervisors, as the governing authority of Madison County, and the West Madison Volunteer Fire Department, as the governing authority of West Madison Fire Protection District, hereinafter referred to, respectively, as "County," and the West Madison Volunteer Fire Department, Inc., hereinafter referred to as "Fire Department," for the express purpose of providing fire protection services, and other emergency services as may be a necessary and integral part of fire protection services, to Madison County in the areas and under the circumstances herein below described:

I. AUTHORITY

This Contract is entered into pursuant to the authority of 983-1-39, 919-5-175, and 919-5-233 of the Mississippi Code. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department.

II. TERM

The term of this contract shall be for one year, from the date of approval and signed by the Insurance Commissioner and the President of the Board of Supervisors, commencing on the date this Contract is approved by the Board of Supervisors and terminating one year from the date of approval.

III. TERMINATION

Any party may terminate this Contract by giving written notice to all other parties upon thirty (30) days notice, subject to reimbursement by the Fire Dept. to the County of Funds paid to date, prorated by that portion of the term of the contract that has expired prior to termination.

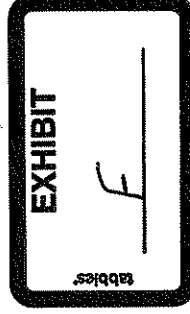
IV. SERVICE AREA

Fire Department shall provide fire protection services, and other emergency services as may be a necessary and integral part of the fire protection service, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire Department from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining Counties.

V. COUNTY RESPONSIBILITIES**A. EQUIPMENT, BUILDINGS, AND INVENTORY**

The County may make available to the Fire Department during the life of this Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Madison County and documented on the Property Inventory of the County. Any other emergency equipment on loan from state or federal agencies and assigned by the County to the use of the Fire Department shall be inventoried as County equipment.

All County owned buildings provided for the use of the Fire Department for the housing of equipment shall be inventoried by the County. This paragraph is not to be considered as a limitation on the ability of the Fire Department or the Districts to own property.



B. INSURANCE

- (i) The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, fire fighting equipment and buildings assigned to the use of the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as the Tort Claims Board or State Law determines to be necessary to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Tort Claims

Act. VI. FINANCIAL SUPPORT

The Madison County Board of Supervisors agrees to provide and pay over to the West Madison Fire Protection District, as funds become available to the county, an amount of Ten Thousand Dollars (\$10,000) of the State of Mississippi fire insurance rebate money received by Madison County for the terms of this contract. West Madison Fire Department must still follow State Laws on how insurance rebate money is spent. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge such budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than July 1. The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

VII. FIRE DEPARTMENT MEMBERSHIP

The Fire Department warrants that it is a duly chartered and active fire department having a roster of qualified fire fighters, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the minimum age at which the Mississippi Fire Academy will accept students for training and testing as "Certified Volunteer Fire Fighters, Level I". Only properly licensed and trained personnel will be allowed to operate motor vehicle equipment owned by the County. It is recommended that each driver must successfully complete an Emergency Driver Safety Course. It is understood that the Fire Department may in its discretion operate a Junior Membership Program for volunteers at least fifteen (15) years or age for the purpose of public interest, recruitment and education. However, such Junior Members shall not take part in emergency services provided by the Fire Department. Such Junior Members shall not be covered under the insurance described herein above and such Program shall be at the sole risk and under the sole control of the Fire Department. The Fire Department shall maintain a membership roster containing the names, addresses, social security numbers, driver's license numbers, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator. Any changes, additions, or deletions to the roster shall be immediately reported to the County Fire Coordinator. No alcoholic beverages shall be allowed on the County premises assigned to the use of the Fire Department or property owned by the Fire Department, and no fire fighter shall be allowed to respond to an emergency call while under the influence of alcohol or drugs. The

monitoring of this requirement shall be the sole responsibility of the Fire Department. Any violations must be reported to the County through the County Fire Coordinator within 24 hours of the occurrence.

VIII. FIRE DEPARTMENT RECORDS

Records of all alarms and fire calls shall be maintained with combined monthly reports to the County through the Fire Coordinator. Documentation of all personal injuries, accidents or property damage must be recorded and reported to the County through the Fire Coordinator within 24 hours following the occurrence. The Fire Department must maintain auditable records or the receipt and expenditure of any and all funds which may be appropriated directly to the Fire Department from the County and a copy of the Fire Department's annual audit shall be provided to the County.

IX. EQUIPMENT AND BUILDING MAINTENANCE

The Fire Department shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, safe, reliable operating condition, and shall provide repairs, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or from the Fire department's own independently generated funds, and shall return the County property in as good condition as when received, except for ordinary wear and depreciation. The maintenance and safety of the equipment will be the exclusive responsibility of the Fire Department. The Fire Department will provide inspection, repair, and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire Department's annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time.

X. EQUIPMENT USAGE

The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining counties. When responding to such emergency calls, the Fire Department shall cooperate with all other fire departments or agencies responding. The Fire Department shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the Fire Department the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls.

XI. RATING IMPROVEMENTS

Diligent effort shall be made by the Fire Department to attain the most effective fire insurance rating for the area or areas being served.

XII. COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the County to contribute to the operation and performance of the Fire Department.

XIII. COOPERATION WITH COUNTY FIRE COORDINATOR

State law requires that the County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Department of Fire Services Development, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The

duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all Fire Department actions. The Fire Departments and/or Fire Districts shall respect this responsibility and direct their contact with these parties through the Fire Coordinator. Rebate funds and insurance policies require accurate and timely reports that will be requested from the Fire Department by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Fire Coordinator shall report annually on progress.

XIV. EFFECTIVE DATE

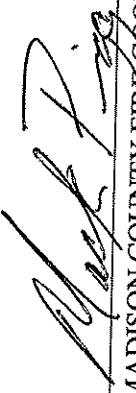
This agreement shall be effective as the latest date executed by the parties and shall supersede all previous agreements between the parties.

Approved and authorized by the Madison County Board of Supervisors on the 17 day of August, 2006.

MADISON COUNTY, MISSISSIPPI



PRESIDENT OF THE BOARD OF SUPERVISORS



MADISON COUNTY FIRE COORDINATOR

West Madison's Board President

ATTEST:

CHANCERY CLERK

APPROVED:

COMMISSIONER OF INSURANCE

CONTRACT FOR FIRE PROTECTION SERVICE

This Contract is entered into by and between the Madison County Board of Supervisors, as the governing authority of Madison County, and the Camden Volunteer Fire Department, as the governing authority of Camden Fire Protection District, hereinafter referred to, respectively, as "County," and the Camden Volunteer Fire Department, Inc., hereinafter referred to as "Fire Department," for the express purpose of providing fire protection services, and other emergency services as may be a necessary and integral part of fire protection services, to Madison County in the areas and under the circumstances herein below described:

I. AUTHORITY

This Contract is entered into pursuant to the authority of 983-1-39, 919-5-175, and 919-5-233 of the Mississippi Code. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department.

II. TERM

The term of this contract shall be for one year, from the date of approval and signed by the Insurance Commissioner and the President of the Board of Supervisors, commencing on the date this Contract is approved by the Board of Supervisors and terminating one year from the date of approval.

III. TERMINATION

Any party may terminate this Contract by giving written notice to all other parties upon thirty (30) days notice, subject to reimbursement by the Fire Dept. to the County of Funds paid to date, prorated by that portion of the term of the contract that has expired prior to termination.

IV. SERVICE AREA

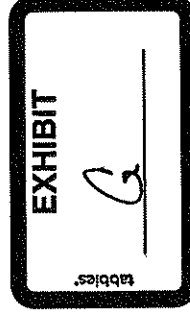
Fire Department shall provide fire protection services, and other emergency services as may be a necessary and integral part of the fire protection service, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire Department from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining Counties.

V. COUNTY RESPONSIBILITIES

A. EQUIPMENT, BUILDINGS, AND INVENTORY

The County may make available to the Fire Department during the life of this Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Madison County and documented on the Property Inventory of the County. Any other emergency equipment on loan from state or federal agencies and assigned by the County to the use of the Fire Department shall be inventoried as County equipment.

All County owned buildings provided for the use of the Fire Department for the housing of equipment shall be inventoried by the County. This paragraph is not to be considered as a limitation on the ability of the Fire Department or the Districts to own property.



B. INSURANCE

(i) The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, fire fighting equipment and buildings assigned to the use of the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as the Tort Claims Board or State Law determines to be necessary to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Tort Claims

Act. VI. FINANCIAL SUPPORT

The Madison County Board of Supervisors agrees to provide and pay over to the Camden Fire Protection District, as funds become available to the county, an amount of Ten Thousand Dollars (\$10,000) of the State of Mississippi fire insurance rebate money received by Madison County for the terms of this contract. Camden Fire Department must still follow State Laws on how insurance rebate money is spent. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge such budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than July 1. The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

VII. FIRE DEPARTMENT MEMBERSHIP

The Fire Department warrants that it is a duly chartered and active fire department having a roster of qualified fire fighters, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the minimum age at which the Mississippi Fire Academy will accept students for training and testing as "Certified Volunteer Fire Fighters, Level I". Only properly licensed and trained personnel will be allowed to operate motor vehicle equipment owned by the County. It is recommended that each driver must successfully complete an Emergency Driver Safety Course. It is understood that the Fire Department may in its discretion operate a Junior Membership Program for volunteers at least fifteen (15) years or age for the purpose of public interest, recruitment and education. However, such Junior Members shall not take part in emergency services provided by the Fire Department. Such Junior Members shall not be covered under the insurance described herein above and such Program shall be at the sole risk and under the sole control of the Fire Department. The Fire Department shall maintain a membership roster containing the names, addresses, social security numbers, driver's license numbers, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator. Any changes, additions, or deletions to the roster shall be immediately reported to the County Fire Coordinator. No alcoholic beverages shall be allowed on the County premises assigned to the use of the Fire Department or property owned by the Fire Department, and no fire fighter shall be allowed to respond to an emergency call while under the influence of alcohol or drugs. The

monitoring of this requirement shall be the sole responsibility of the Fire Department. Any violations must be reported to the County through the County Fire Coordinator within 24 hours of the occurrence.

VIII. FIRE DEPARTMENT RECORDS

Records of all alarms and fire calls shall be maintained with combined monthly reports to the County through the Fire Coordinator. Documentation of all personal injuries, accidents or property damage must be recorded and reported to the County through the Fire Coordinator within 24 hours following the occurrence. The Fire Department must maintain auditable records or the receipt and expenditure of any and all funds which may be appropriated directly to the Fire Department from the County and a copy of the Fire Department's annual audit shall be provided to the County.

IX. EQUIPMENT AND BUILDING MAINTENANCE

The Fire Department shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, safe, reliable operating condition, and shall provide repairs, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or from the Fire department's own independently generated funds, and shall return the County property in as good condition as when received, except for ordinary wear and depreciation. The maintenance and safety of the equipment will be the exclusive responsibility of the Fire Department. The Fire Department will provide inspection, repair, and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire Department's annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time.

X. EQUIPMENT USAGE

The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining counties. When responding to such emergency calls, the Fire Department shall cooperate with all other fire departments or agencies responding. The Fire Department shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the Fire Department the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls

XI. RATING IMPROVEMENTS

Diligent effort shall be made by the Fire Department to attain the most effective fire insurance rating for the area or areas being served.

XII. COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the County to contribute to the operation and performance of the Fire Department.

XIII. COOPERATION WITH COUNTY FIRE COORDINATOR

State law requires that the County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Department of Fire Services Development, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The


duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all Fire Department actions. The Fire Departments and/or Fire Districts shall respect this responsibility and direct their contact with these parties through the Fire Coordinator. Rebate funds and insurance policies require accurate and timely reports that will be requested from the Fire Department by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Fire Coordinator shall report annually on progress.

XIV. EFFECTIVE DATE

This agreement shall be effective as the latest date executed by the parties and shall supersede all previous agreements between the parties.

Approved and authorized by the Madison County Board of Supervisors on the 17 day of April, 2006.

MADISON COUNTY, MISSISSIPPI



PRESIDENT OF THE BOARD OF SUPERVISORS



MADISON COUNTY FIRE COORDINATOR

Camden's Board President

ATTEST:

CHANCERY CLERK

APPROVED:

COMMISSIONER OF INSURANCE

CONTRACT FOR FIRE PROTECTION SERVICE

This Contract is entered into by and between the Madison County Board of Supervisors, as the governing authority of Madison County, and the Farmhaven Volunteer Fire Department, as the governing authority of Farmhaven Fire Protection District, hereinafter referred to, respectively, as "County," and the Farmhaven Volunteer Fire Department, Inc., hereinafter referred to as "Fire Department," for the express purpose of providing fire protection services, and other emergency services as may be a necessary and integral part of fire protection services, to Madison County in the areas and under the circumstances herein below described:

I. AUTHORITY

This Contract is entered into pursuant to the authority of 983-1-39, 919-5-175, and 919-5-233 of the Mississippi Code. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department.

II. TERM

The term of this contract shall be for one year, from the date of approval and signed by the Insurance Commissioner and the President of the Board of Supervisors, commencing on the date this Contract is approved by the Board of Supervisors and terminating one year from the date of approval.

III. TERMINATION

Any party may terminate this Contract by giving written notice to all other parties upon thirty (30) days notice, subject to reimbursement by the Fire Dept. to the County of Funds paid to date, prorated by that portion of the term of the contract that has expired prior to the termination..

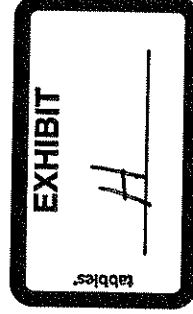
IV. SERVICE AREA

Fire Department shall provide fire protection services, and other emergency services as may be a necessary and integral part of the fire protection service, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire Department from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining Counties.

V. COUNTY RESPONSIBILITIES**A. EQUIPMENT, BUILDINGS, AND INVENTORY**

The County may make available to the Fire Department during the life of this Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Madison County and documented on the Property Inventory of the County. Any other emergency equipment on loan from state or federal agencies and assigned by the County to the use of the Fire Department shall be inventoried as County equipment.

All County owned buildings provided for the use of the Fire Department for the housing of equipment shall be inventoried by the County. This paragraph is not to be considered as a limitation on the ability of the Fire Department or the Districts to own property.



B. INSURANCE

- (i) The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, fire fighting equipment and buildings assigned to the use of the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as the Tort Claims Board or State Law determines to be necessary to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Tort Claims

Act. VI. FINANCIAL SUPPORT

The Madison County Board of Supervisors agrees to provide and pay over to the Farmhaven Fire Protection District, as funds become available to the county, an amount of Ten Thousand Dollars (\$10,000) of the State of Mississippi fire insurance rebate money received by Madison County for the terms of this contract. Farmhaven Fire Department must still follow State Laws on how insurance rebate money is spent. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge such budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than July 1. The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

VII. FIRE DEPARTMENT MEMBERSHIP

The Fire Department warrants that it is a duly chartered and active fire department having a roster of qualified fire fighters, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the minimum age at which the Mississippi Fire Academy will accept students for training and testing as "Certified Volunteer Fire Fighters, Level I". Only properly licensed and trained personnel will be allowed to operate motor vehicle equipment owned by the County. It is recommended that each driver must successfully complete an Emergency Driver Safety Course. It is understood that the Fire Department may in its discretion operate a Junior Membership Program for volunteers at least fifteen (15) years or age for the purpose of public interest, recruitment and education. However, such Junior Members shall not take part in emergency services provided by the Fire Department. Such Junior Members shall not be covered under the insurance described herein above and such Program shall be at the sole risk and under the sole control of the Fire Department. The Fire Department shall maintain a membership roster containing the names, addresses, social security numbers, driver's license numbers, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator. Any changes, additions, or deletions to the roster shall be immediately reported to the County Fire Coordinator. No alcoholic beverages shall be allowed on the County premises assigned to the use of the Fire Department or property owned by the Fire Department, and no fire fighter shall be allowed to respond to an emergency call while under the influence of alcohol or drugs. The

monitoring of this requirement shall be the sole responsibility of the Fire Department. Any violations must be reported to the County through the County Fire Coordinator within 24 hours of the occurrence.

VIII. FIRE DEPARTMENT RECORDS

Records of all alarms and fire calls shall be maintained with combined monthly reports to the County through the Fire Coordinator. Documentation of all personal injuries, accidents or property damage must be recorded and reported to the County through the Fire Coordinator within 24 hours following the occurrence. The Fire Department must maintain auditable records or the receipt and expenditure of any and all funds which may be appropriated directly to the Fire Department from the County and a copy of the Fire Department's annual audit shall be provided to the County.

IX. EQUIPMENT AND BUILDING MAINTENANCE

The Fire Department shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, safe, reliable operating condition, and shall provide repairs, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or from the Fire department's own independently generated funds, and shall return the County property in as good condition as when received, except for ordinary wear and depreciation. The maintenance and safety of the equipment will be the exclusive responsibility of the Fire Department. The Fire Department will provide inspection, repair, and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire Department's annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time.

X. EQUIPMENT USAGE

The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining counties. When responding to such emergency calls, the Fire Department shall cooperate with all other fire departments or agencies responding. The Fire Department shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the Fire Department the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls.

XI. RATING IMPROVEMENTS

Diligent effort shall be made by the Fire Department to attain the most effective fire insurance rating for the area or areas being served.

XII. COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the County to contribute to the operation and performance of the Fire Department.

XIII. COOPERATION WITH COUNTY FIRE COORDINATOR

State law requires that the County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Department of Fire Services Development, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The

duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all Fire Department actions. The Fire Departments and/or Fire Districts shall respect this responsibility and direct their contact with these parties through the Fire Coordinator. Rebate funds and insurance policies require accurate and timely reports that will be requested from the Fire Department by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Fire Coordinator shall report annually on progress.
XIV. EFFECTIVE DATE

This agreement shall be effective as the latest date executed by the parties and shall supersede all previous agreements between the parties.

Approved and authorized by the Madison County Board of Supervisors on the 17 day of April, 2006.

MADISON COUNTY, MISSISSIPPI



PRESIDENT OF THE BOARD OF SUPERVISORS



MADISON COUNTY FIRE COORDINATOR



Farnhaven's Board President

ATTEST:

CHANCERY CLERK

APPROVED:

COMMISSIONER OF INSURANCE

CONTRACT FOR FIRE PROTECTION SERVICE

This Contract is entered into by and between the Madison County Board of Supervisors, as the governing authority of Madison County, and the Southwest Madison Volunteer Fire Department, as the governing authority of Southwest Madison Fire Protection District, hereinafter referred to, respectively, as "County," and the Southwest Madison Volunteer Fire Department, Inc., hereinafter referred to as "Fire Department," for the express purpose of providing fire protection services, and other emergency services as may be a necessary and integral part of fire protection services, to Madison County in the areas and under the circumstances herein below described:

I. AUTHORITY

This Contract is entered into pursuant to the authority of 983-1-39, 919-5-175, and 919-5-233 of the Mississippi Code. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department.

II. TERM

The term of this contract shall be for one year, from the date of approval and signed by the Insurance Commissioner and the President of the Board of Supervisors, commencing on the date this Contract is approved by the Board of Supervisors and terminating one year from the date of approval.

III. TERMINATION

Any party may terminate this Contract by giving written notice to all other parties upon thirty (30) days notice, subject to reimbursement by the Fire dept. to the County of Funds paid to date, prorated by that portion of the term of the contract that has expired prior to termination..

IV. SERVICE AREA

Fire Department shall provide fire protection services, and other emergency services as may be a necessary and integral part of the fire protection service, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire Department from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining Counties.

V. COUNTY RESPONSIBILITIES**A. EQUIPMENT, BUILDINGS, AND INVENTORY**

The County may make available to the Fire Department during the life of this

Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Madison County and documented on the Property Inventory of the County. Any other emergency equipment on loan from state or federal agencies and assigned by the County to the use of the Fire Department shall be inventoried as County equipment.

All County owned buildings provided for the use of the Fire Department for the housing of equipment shall be inventoried by the County. This paragraph is not to be considered as a limitation on the ability of the Fire Department or the Districts to own property.



B. INSURANCE

- (i) The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, fire fighting equipment and buildings assigned to the use of the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as the Tort Claims Board or State Law determines to be necessary to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Tort Claims

Act. VI. FINANCIAL SUPPORT

The Madison County Board of Supervisors agrees to provide and pay over to the Southwest Fire Protection District, as funds become available to the county, an amount of Ten Thousand Dollars (\$10,000) of the State of Mississippi fire insurance rebate money received by Madison County for the terms of this contract. Southwest Fire Department must still follow State Laws on how insurance rebate money is spent. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge such budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than July 1. The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

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The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining counties. When responding to such emergency calls, the Fire Department shall cooperate with all other fire departments or agencies responding. The Fire Department shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the Fire Department the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls.

XI. RATING IMPROVEMENTS

Diligent effort shall be made by the Fire Department to attain the most effective fire insurance rating for the area or areas being served.

XII. COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the County to contribute to the operation and performance of the Fire Department.

XIII. COOPERATION WITH COUNTY FIRE COORDINATOR

State law requires that the County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Department of Fire Services Development, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The

duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all Fire Department actions. The Fire Departments and/or Fire Districts shall respect this responsibility and direct their contact with these parties through the Fire Coordinator. Rebate funds and insurance policies require accurate and timely reports that will be requested from the Fire Department by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Fire Coordinator shall report annually on progress.

XIV. EFFECTIVE DATE

This agreement shall be effective as the latest date executed by the parties and shall supersede all previous agreements between the parties.

Approved and authorized by the Madison County Board of Supervisors on the 17 day of August, 2006.

MADISON COUNTY, MISSISSIPPI



PRESIDENT OF THE BOARD OF SUPERVISORS



MADISON COUNTY FIRE COORDINATOR

Southwest Madison's Board President

ATTEST:

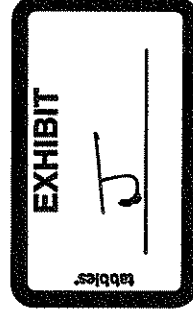
CHANCERY CLERK

APPROVED:

COMMISSIONER OF INSURANCE

MADISON COUNTY
PROPOSED BUDGET AMENDMENTS
 April 17, 2006

Fund 001-152 (Information Technology)		Original Budget	New Budget
Change			
001-152-402 Deputies	-\$60,000.00	\$180,880.00	\$120,880.00
001-152-408 Director	-\$5,000.00	\$67,600.00	\$62,600.00
001-152-468 Insurance	-\$5,000.00	\$24,000.00	\$19,000.00
001-152-543 Equip. Repair	+\$7,000.00	\$5,500.00	\$12,500.00
001-152-553 Comp. Services	+\$1,500.00	0	\$1,500.00
001-152-581 Other Contr.	+\$40,085.00	\$100,000.00	\$140,085.00
001-152-603 Office Supplies	+\$16,415.00	\$7,000.00	\$23,415.00
001-152-919 Equipment	+\$5,000.00	\$100,000.00	\$105,000.00
	-0-		
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Fund 001-104 (Tax Collector)		Original Budget	New Budget
Change			
001-104-603 Office Supplies	-\$200.00	\$15,000.00	\$14,800.00
001-104-919 Equipment	+\$200.00	\$2,000.00	\$2,200.00
	-0-		
<hr/>			
Fund 096 (E911/Emergency Management):		Original Budget	New Budget
Change			
097-230-556 Prof. Fees	-\$8,900.00	\$20,000.00	\$11,100.00
097-230-671 Gasoline	+\$7,700.00	\$5,500.00	\$13,200.00
097-230-680 Tires	+\$1,200.00	\$1,000.00	\$2,200.00
	-0-		
<hr/>			
Fund 013 (Grand Gulf)		Original Budget	New Budget
Change			
013-000-387 Transfers In	+\$150,000.00	0	\$150,000.00
013-420-701 Legal Settlement	+\$42,500.00	\$500.00	\$43,000.00
<hr/>			
Fund 115 (1/4 Mill Fire)		Original Budget	New Budget
Change			
115-000-387 Transfers In	+175,000.00	0	\$175,000.00
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Fund 121 (Camden Fire)		Original Budget	New Budget
Change			
121-000-281 Grants	+150,000.00	0	\$150,000.00
<hr/>			
Fund 170 (State Aid)		Original Budget	New Budget
Change			
170-300-950 Transfers Out	+267,000.00	0	\$267,000.00



In the Matter of the Approval of the Claims Docket

RESOLUTION

WHEREAS, the Supervisors reviewed the docket of claims dated April 17, 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 Andy Taggart offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Paul Griffin. The vote on said matter was as follows, to-wit:

Supervisor Douglas L. Jones - District I	Voted: Aye
Supervisor Tim Johnson - District II	Voted: Aye
Supervisor Andy Taggart - District III	Voted: Aye
Supervisor Karl M. Banks - District IV	Voted: Aye
Supervisor Paul Griffin - District V	Voted: Aye

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 17th day of April, 2006.



 Tim Johnson, President
 Madison County Board of Supervisors

