

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

REGULAR MEETING OF JUNE 19, 2006
Recessed from regular meeting conducted on June 5, 2006

BE IT REMEMBERED that the regular meeting of the Board of Supervisors of Madison County, Mississippi was duly convened, held and conducted on June 19, 2006, in the County Law Library located on the second floor of the Madison County Circuit Courthouse in Canton, Mississippi, as follows, to-wit:

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

Present:

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

Absent:

None

Also in attendance:

County Administrator Donnie Caughman
County Comptroller and Deputy Chancery Clerk Mark Houston
County Zoning Administrator Brad Sellers
E911 and Emergency Management Director Butch Hammack
County Engineer Rudy Warnock
Road Manager Prentiss Guyton
County Purchase Clerk Hardy Crunk
Board Secretary and Deputy Chancery Clerk Cynthia Parker
Board Attorney Edmund L. Brunini, Jr.

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

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 (1) 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 Paul Griffin did request that Item (10) be removed from the Consent Agenda and addressed separately, and

WHEREAS, Supervisor Andy Taggart did request that Item (14) be removed from the Consent Agenda and addressed separately, and

President's Initials: _____

Date Signed: _____

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Following discussion, Mr. Andy Taggart did offer and Mr. Douglas L. Jones did second a motion to authorize, adopt and approve each of the following items, and, where necessary, authorize the Board President to execute all necessary documents to carry out such authorization, adoption and approval, and authorize and direct the issuance of payments where necessary:

1. **Authorization of Release from Responsibility - Key Constructors LLC/Loring Bridge Replacements** (Miscellaneous Appendix)
2. **Approve Personnel Appointment - Road Department** (Miscellaneous Appendix)
3. **Acknowledge July 4th Holiday - Tuesday, July 4, 2006** (Miscellaneous Appendix)
4. **Authorization of Pay Request - Old Jackson Road, DeBeukelaer Corporation and Promax Logistics CDBG Project** (Miscellaneous Appendix)
5. **Authorization of Pay Request - Creative Logistics CDBG Project** (Miscellaneous Appendix)
6. **Acknowledge Letter of Resignation - J.J. Dunn/Information Technology Department** (Miscellaneous Appendix)
7. **Acknowledge Personnel Appointment - Ed F. Henry/Information Technology Department** (Miscellaneous Appendix)
8. **Ratification of Lease Agreement - Bannerman Park** (Exhibit A)
9. **Acknowledgment of Clerk of the Board Report** (Miscellaneous Appendix)
11. **Approval of Request to Delete Property from Inventory** (Exhibit B)
12. **Approval of Air Condition Repair - MADCAAP** (Miscellaneous Appendix)
13. **Approval of Void Tax Sale - 2003 and 2004 Tax Sales – Parcel # 071E-16-008/00.00** (Miscellaneous Appendix)
15. **Petition for variance - GHS, LLC** (Miscellaneous Appendix)

As requested in that certain application dated May 22, 2006, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, GHS, Inc. was and is hereby granted a variance to allow a 15 foot separation between homes in Belle Terre Subdivision Part II.

16. **Approval of Site Plan - A.D. Chandon/JJ International, LLC** (Miscellaneous Appendix)

The site plan submitted by A. D. Chandon/JJ International, LLC for a convenience store and restaurant on Old Jackson Road at West Sowell Road was and is hereby approved.

17. **Approval of Utility Agreement** (Miscellaneous Appendix)

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

- (1) Time Warner Cable - seeking to install underground CATV cable by means of boring along Denson Farms Cove.

President's Initials: _____

Date Signed: _____

The vote on the matter being as follows:

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

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

SO ORDERED this the 19th day of June, 2006.

In re: Denial of Claim for Broken Windshield – Ms. Cynthia James

Following discussion, Mr. Paul Griffin did offer and Mr. Andy Taggart did second a motion to deny the claim of Ms. Cynthia James for repair or replacement of her windshield which allegedly was damaged due to gravel spilling from a county dump truck. 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 claim was and is hereby denied.

SO ORDERED this the 19th day of June, 2006.

In re: Request of Mashuana Johnson to Declare Branson Drive a Public Road and Correct Error on Road Registry

WHEREAS, Ms. Mashuana Johnson did appear before the Board and requested the Board correct an error or oversight in the County Road Register which erroneously shows Branson Drive as a private road rather than a public road, and

WHEREAS, Supervisor Paul Griffin did opine that said road had been maintained as a public road for many years prior to the official adoption of the Road Registry in 2000, and that the previous supervisor from that district had, through inadvertence, erroneously omitted said road from said Registry,

Following discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion to request that the Chancery Clerk (1) prepare and solicit affidavits from Ms. Johnson, the County Engineer, and any others who might have knowledge of the facts that (a) said road was county maintained prior to 2000, (b) said road was, through oversight, erroneously omitted from the original Road Registry adopted in 2000, and (c) said road had long been maintained by county crews prior to the adoption of said Registry; (2) submit the same as well as any additional information bearing on this issue to the Board at his earliest opportunity; and (3) communicate with Ms. Johnson and her lender and advise both of the Board's intention to correct this oversight. 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

President's Initials: _____

Date Signed: _____

the matter carried unanimously and the Chancery Clerk was and is so directed.

SO ORDERED this the 19th day of June, 2006.

In re: Adoption of Animal Control Ordinance

The Board of Supervisors of Madison County, Mississippi (the "County") acting for and on behalf of the County, took up for consideration the matter of adopting and enforcing an Animal Control Ordinance. After a discussion of the subject, Supervisor Douglas L. Jones offered and moved the adoption of the following Ordinance:

**ORDINANCE SETTING STANDARDS, CONDITIONS AND REQUIREMENTS
FOR THE KEEPING, MAINTAINING AND TREATMENT OF ANIMALS IN
MADISON COUNTY AND PRESCRIBING PENALTIES
FOR THE VIOLATION THEREOF**

WHEREAS, Section 19-3-40 of the Mississippi Code of 1972, as amended, authorizes the board of supervisors of any county to adopt any order, resolution or ordinance with respect to county affairs, property and finances, for which no specific provision has been made by general law and which is not inconsistent with the Mississippi Constitution, the Mississippi Code of 1972, as amended, or any other statute or law of the State of Mississippi; and

WHEREAS, Section 97-41-1 through 97-41-17 prohibit cruelty to animals; and
WHEREAS, the Madison County Board of Supervisors desires to adopt an ordinance for the purpose of controlling the running wild or nuisance behavior of animals, assuring the safety of animals and monitoring the general treatment of animals:

BE IT NOW ORDAINED BY THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI:

**SECTION 1
Definitions.**

As used in this ordinance, the following terms shall have the following meanings:

- 1.1 Animal. Any live, vertebrate creature, domestic or wild.
- 1.2 Animal Shelter. Any facility operated by a humane society, municipal or county agency or its authorized agent, or other private entity for the purpose of impounding or caring for Animals held under the authority of this ordinance or state law.
- 1.3 County. Any unincorporated portion of Madison County, Mississippi.
- 1.4 Feral Animal. An animal that has escaped from domestication and become wild, dangerous, or untamed.
- 1.5 Kennel. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs, cats or other domesticated Animals.
- 1.6 Owner. Any person, partnership or corporation owning, keeping or harboring one or more Animals. An Animal shall be deemed to be harbored if it is fed or sheltered, or if an Animal is dependent upon a human being for necessary sustenance.
- 1.7 Inhumane Treatment. Any treatment to any Animal which deprives the Animal of necessary sustenance, including food, water and protection from weather, or any treatment of any Animal such as overloading, overworking, tormenting, beating, mutilating, teasing or poisoning or other abnormal treatment as may be determined by any authorized law enforcement officer.

President's Initials: _____

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1.8 Nuisance Animal. Any Animal which: (a) Attacks or bites passersby or other Animals; (b) Trespasses on school grounds, in parks or in a zoological park; (c) Damages private or public property; or (d) Barks, whines or howls in an excessive or continuous fashion.

1.9 Platted Subdivision. Any subdivision within the County which is platted and on record with the County.

1.10 Restraint. Any Animal secured by a leash or lead of less than six (6) feet or within the fenced real property limits of its Owner.

1.11 Running at Large. An Animal not under Restraint is running at large if it is within a Platted Subdivision.

1.12 Veterinary Hospital. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of Animals.

1.13 Vicious Animal. Any Animal that constitutes a physical threat to human beings or to other Animals.

SECTION 2

Rabies Vaccinations

2.1 Any person owning, keeping, harboring, or having custody of any dog or cat six (6) months of age or older within a Platted Subdivision shall have that Animal vaccinated against rabies with the approved dosage of an approved anti-rabid virus (vaccine) properly administered by one legally authorized to do so. Every dog or cat must be so vaccinated immediately upon attaining the age of six (6) months, and every three (3) years thereafter. It shall be unlawful for any person to own or have in his or her possession any dog or cat not so vaccinated.

2.2 The Owner of any dog or cat shall see that the Animal wears a securely bradded metal tag approved by the State Board of Health with the serial number of the vaccination and the year in which the Animal was inoculated stamped thereon, and to see that the tag is worn by the Animal at all times.

2.3 The failure to comply with this Section shall constitute a misdemeanor, and the offender shall, on conviction thereof, be fined twenty-five dollars (\$25.00) for the first offense, fifty dollars (\$50.00) for the second; and one-hundred dollars (\$100.00) for the third offense. Any fine imposed pursuant to this Section 2.3 shall be paid to the Justice Court within five (5) days of the imposition of such fine and related citation. In the event that such fine is not paid within the prescribed time, a misdemeanor warrant may be issued for contempt.

SECTION 3

Impoundment and Quarantine of Animals Having Bitten Persons

In case of an attack by an Animal resulting in injury to any person or other Animal, such Animal shall be impounded by the County for observation for a period of ten (10) days, or the County may have such Animal impounded for ten (10) days with a private Veterinarian Hospital. All costs of impoundment, and any related Veterinarian Hospital fees, shall be paid by the Owner.

SECTION 4

General Animal Control

4.1 It shall be unlawful for the Owner of any Animal to permit it to run at large within any Platted Subdivision within the County.

4.2 It shall be unlawful for the Owner of any Animal to permit such Animal to become or continue to be a Nuisance Animal within a Platted Subdivision within the County.

President's Initials: _____

Date Signed: _____

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4.3 Animals within Platted Subdivisions that are Nuisance Animals or Animals Running at Large may be seized and impounded as provided in Section 5 below.

4.4 No Animal shall be allowed within the grounds of any County park unless it is kept under Restraint at all times. 4.5 In addition to or in lieu of impounding an Animal found at large or a Nuisance Animal, any law enforcement officer may issue to the known Owner of such Animal a citation or violation. Such citation shall impose upon the Owner, at the discretion of the Justice Court Judge, a penalty as follows: First offense \$ 85.00 Second offense \$100.00 Third offense not less than \$150.00 and not more than \$500.00 All offenses will be presented by the County to the Justice Court Judge. Any fine to be paid pursuant to this Section 4.5 shall be paid to the Justice Court within five (5) days of the imposition of such fine and related citation. In the event that such fine is not paid within the prescribed time, a misdemeanor criminal warrant may be issued for contempt.

SECTION 5

Seizure and Impoundment Generally

5.1 Authority to Seize; Confinement Period. An Animal within a Platted Subdivision that is a Nuisance Animal or an Animal Running at Large shall be taken by any law enforcement officer and impounded in an enclosure or Animal Shelter designated by the County for that purpose, and there confined in a humane manner. Such an Animal not suffering from an incurable injury or disease shall be kept for not less than seven (7) days.

5.2 Notice to Owner; Reclaiming of Animal. If the Owner of an impounded Animal can be identified by a tag or by other means, the Owner shall be notified, immediately upon impoundment, by telephone or by mail that such Animal has been impounded by the County at an Animal Shelter designated by the County. Within seven (7) days of being seized by the County, and provided the Animal is properly vaccinated, licensed and tagged, the rightful Owner of any Animal held under this Section 5 may reclaim the Animal upon payment of an impoundment fee to the County or to its designee sufficient to pay for all costs associated with the Animal's impoundment. If an unvaccinated Animal is reclaimed by its Owner, the Owner must make arrangements for, and pay for, the vaccination of said Animal prior to it being released from impoundment.

5.3 Disposition if Not Reclaimed by Owner; Waiver of Waiting Period. Any Animal not reclaimed by its Owner within seven (7) days shall become the property of the County and shall be placed for adoption in a suitable home for the fee of Ten Dollars (\$10.00), or humanely euthanized with an injection of sodium pentobarbital. If an unclaimed Animal is adopted, the adoptive Owner must make arrangements for, and pay for, the vaccination of said Animal prior to its release from impoundment. The seven-day waiting period is waived for a Vicious or Feral Animal, or for any Animal suffering from an incurable disease. The seven-day waiting period may also be waived for any injured or neglected Animal which, pursuant to Section 97-41-3 of the Mississippi Code, may be humanely euthanized. Animals not claimed within the prescribed seven-day waiting period may also be released to the Mississippi Animal Rescue League or to any other animal rescue league organization which the County may determine is appropriate.

5.4 Additional Proceedings Against Owner Authorized. The Owner of an impounded Animal may also be proceeded against by the County for violation of this ordinance.

SECTION 6

Animal Care

6.1 No Owner shall fail to provide his or her Animal(s) with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment.

6.2 No person shall beat, cruelly treat, torment, overload, over-work, or otherwise abuse an Animal, or cause, instigate or permit any dog fight, cock fight, bull fight or other combat between Animals or between Animals and humans.

President's Initials: _____

Date Signed: _____

6.3 No Owner of an Animal shall abandon such Animal.

6.4 No person shall expose any known poisonous substance, whether mixed with food or not, so that the same is likely to be eaten by any Animal, provided that it shall not be unlawful for a person to expose on his or her own property common pest-control poison mixed only with vegetable substances.

6.5 No Owner shall fail to exercise proper care and control of his or her Animal(s) to prevent it/them from becoming a public nuisance.

6.6 Every Vicious Animal, as determined by the County, shall be confined by the Owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its Owner.

6.7 No person shall leave an Animal unattended inside a motor vehicle when such action is harmful or potentially harmful to said Animal. In the event the Owner of said vehicle is not available and cannot be found or refuses to prevent said harm or reasonable potential harm from continuing, any law enforcement officer shall be authorized to remove said Animal from such vehicle and to utilize any reasonable method to effect said removal.

SECTION 7 **Animal Waste**

The Owner of every Animal shall be responsible for the removal of any excreta deposited by his or her Animal(s) on public walks, recreation areas or private property.

SECTION 8 **Pet Shops, Aviaries and Kennels**

Any law enforcement officer of the County is hereby authorized at any reasonable time, upon receipt of any public complaints or requests to inspect any store or business located within the County which buys, sells, gives away or trades live Animals or which operates a Kennel.

SECTION 9 **Enforcement**

9.1 The civil and criminal provisions of this ordinance shall be enforced by the any law enforcement officer in the County. It shall be a violation of this ordinance to interfere with any officer in the performance of his duties.

9.2 The County may, at its option, contract with any municipality or other private entity for the purpose of carrying out the County's duties set forth hereunder related to the seizure of Animals, the impoundment of Animals, and certain other duties which the County may deem appropriate.

SECTION 10 **Penalties**

Any person violating any provision of this ordinance, except as provided in Section 2.3 and in Section 4.4, shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00) or imprisonment in the County jail not to exceed thirty (30) days, or by both fine and imprisonment. If any violation be continuing, each day's violation shall be deemed a separate violation.

Supervisor Andy Taggart seconded the motion to adopt the foregoing Ordinance and, the question being put to a roll call vote, the result was as follows:

President's Initials: _____

Date Signed: _____

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

The motion having received the affirmative vote of a majority of the members present, the President of the Board of Supervisors declared the motion carried and the Ordinance adopted, on this the 19th day of June, 2006.

SO ORDAINED AND ADOPTED this the 19th day of June, 2006.

In re: Request to Terminate Inmate Health Care Plan

WHEREAS, Sheriff Toby Trowbridge did appear before the Board and reported that in his estimation, the inmate health care plan administered by First Choice/Benefit Management Systems was no longer serving any useful purpose since members of his Department were working directly with healthcare providers to secure appropriate rates for medical services performed for inmates, and

WHEREAS, the Sheriff requested that the county exercise its right under said contract to terminate the same,

Following discussion, Mr. Douglas L. Jones did offer and Mr. Andy Taggart did second a motion to terminate said contract with said firm, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, and direct the Sheriff to provide the appropriate notice of such termination as required thereunder. 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 contract was and is hereby terminated.

SO ORDERED this the 19th day of June, 2006.

In re: Acknowledgment of Donation of Right of Way on Richton Road

WHEREAS, Mr. Woody Sample of Sample & Associates did appear before the Board and reported that Clyde and Yvonne Edwards had donated right of way totaling .07 acres along Richton Road and requested that the Board acknowledge and accept the same,

Following discussion, Mr. Karl M. Banks did offer and Mr. Paul Griffin did second a motion to acknowledge and accept the donation of the aforesaid right of way and express the Board's appreciation to Mr. and Mrs. Edwards. 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 right of way was and is hereby accepted.

SO ORDERED this the 19th day of June, 2006.

President's Initials: _____

Date Signed: _____

***In re: Consideration of Just Compensation for Richton Road Project -
as to Property Owned by Richton Place, LLC***

WHEREAS, Mr. Woody Sample with Sample & Associates, Inc. did appear before the Board and presented that certain memorandum dated June 14, 2006 recommending that the Board establish just compensation for a 1.86 parcel of land necessary for the implementation of the Richton Road project from Richton Place, LLC,

Following discussion, Mr. Karl M. Banks did offer and Mr. Andy Taggart did second a motion to establish just compensation for said parcel at \$18,600 and authorize and direct Board Attorney Edmund L. Brunini, Jr. to prepare the necessary conveyance document, and upon execution thereof, authorize and direct the Chancery Clerk to issue a pay warrant unto Richton Place, LLC. 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 just compensation was and is hereby established, and the Board Attorney and Chancery Clerk were and are directed accordingly.

SO ORDERED this the 19th day of June, 2006.

***In re: Authorization of Payment to Bracy Family Members
CDBG Project - Old Jackson Road***

WHEREAS, Mr. Woody Sample with Sample & Associates, Inc. did appear before the Board and reported that two (2) Bracy family members had executed right of way conveyance instruments, deeding their respective 1/10 interest in the Bracy Family property to the county, and

WHEREAS, Mr. Sample recommended the Board authorize and direct the Chancery Clerk to issue pay warrants unto said family members based upon the Board's previous determination of just compensation, said payments to be directed to (1) Leona Anderson in the amount of \$378.90, representing her 1/10th share and (2) Robert Bracy in the amount of \$378.90 representing his 1/10th share,

Following discussion, Mr. Karl M. Banks did offer and Mr. Douglas L. Jones did second a motion to authorize and direct the Chancery Clerk to issue pay warrants unto said individuals in accordance with the recommendation of Mr. Sample. 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 Chancery Clerk was and is directed accordingly.

SO ORDERED this the 19th day of June, 2006.

President's Initials: _____

Date Signed: _____

In re: Awarding of Term Bids for Asphalt and Asphalt Related Products for the Period July 1, 2006 Through December 31, 2006

WHEREAS, County Purchase Clerk Hardy Crunk did appear before the Board and presented that certain memorandum dated June 14, 2006, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, to the Board for its consideration, and

WHEREAS, said memorandum contained a color-coded tabulation of bids received by the committee previously appointed by the Board to open and tabulate such, a true and correct copy of which tabulation is attached hereto as Exhibit C, spread hereupon and incorporated herein by reference (and which may also be found in the Miscellaneous Appendix to these minutes), and

WHEREAS, said color-coded tabulation indicates in red the recommended lowest and best bidder for each product, in blue the recommended first alternate, and in green the recommended second alternate,

Following discussion, Mr. Andy Taggart did offer and Mr. Paul Griffin did second a motion to accept the recommendation of Mr. Crunk and the committee and award the six month term bid for asphalt and asphalt related products to the entities listed on, and in accordance with the color coded designations on, said tabulation. 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 term bids were and are hereby awarded, and the first and second alternates were and are hereby also awarded, all in accordance with, and as reflected on, the aforesaid Exhibit C.

SO ORDERED this the 19th day of June, 2006.

In re: Determination of the Lowest and Best Bid for the Construction of Reunion Parkway Phase II and Awarding of a Contract Therefor

WHEREAS, County Engineer Rudy Warnock did appear before the Board and presented a tabulation of bids received for the construction of Reunion Parkway – Phase II (Madison Station Elementary School to Highway 463), in accordance with the advertised notice for same, a true and correct copy of the proof of publication of which is attached hereto as Exhibit D, spread hereupon and incorporated herein by reference, and

WHEREAS, Mr. Warnock reported that the committee previously appointed by the Board to open and tabulate bids received and opened bids from Utility Constructors, Inc., Eutaw Construction, Inc., Hemphill Construction, Inc., Southern Rock, LLC, and Malouf Construction Co. on June 13, 2006 in the office of the Chancery Clerk, and

WHEREAS, in his estimation, the lowest and best bidder for said project was Utility Constructors, Inc. who submitted a bid in the total amount of \$2,697,266.69, and

WHEREAS, Mr. Warnock recommended that the Board award the contract for the construction of said road to Utility Constructors, Inc. in accordance with its bid,

Following discussion, Mr. Andy Taggart did offer and Mr. Douglas L. Jones did second a motion to accept the bid of Utility Constructors, Inc. for the construction of Reunion Parkway Phase II as the lowest and best bid received in response to the advertisement for same and award the contract for said project unto said firm. The vote on the matter being as follows:

President's Initials: _____

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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 bid of Utility Constructors, Inc. in the total amount of \$2,697,266.69 was and is hereby accepted as, and declared to be, the lowest and best bid received in response to the advertisement for bids for the construction of Reunion Parkway Phase II, and the contract for the construction of said road was and is hereby awarded to said firm.

SO ORDERED this the 19th day of June, 2006.

In re: Approval of Final Plat of Cedar Green of Sheffield – Part Two A (2A)

WHEREAS, County Engineer Rudy Warnock did appear before the Board and presented the final plat of Cedar Green of Sheffield – Part Two (2) subdivision and requested the Board to approve same, indicating and representing that the same met with all appropriate and applicable county requirements, and that an appropriate performance bond had been posted, and

WHEREAS, Mr. Warnock did also advise the Board that the roads listed on said plat are to be accepted as public roads in so far as they are depicted thereon, to-wit:

Highway Cove
 Richmond Way
 Cedar Green Drive

Following discussion, Mr. Karl M. Banks did offer and Mr. Douglas L. Jones did second a motion to **(1)** approve said final plat, (a) 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, (b) subject to zoning ordinances that the Board finds will be applicable upon adoption thereof in the future; and **(2)** accept the above listed roads as public roads, and **(3)** direct the Clerk to accept and retain the aforesaid bond. 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 final plat of Cedar Green of Sheffield – Part Two (2) subdivision was and is hereby approved subject to the aforesaid provisos, said roads were and are hereby accepted as public, and the developer's bond accepted and ordered retained by the Clerk.

SO ORDERED this the 19th day of June, 2006.

In re: Approval of Final Plat of Madisonville Estates - Part Two (2)

WHEREAS, County Engineer Rudy Warnock did appear before the Board and presented the final plat of Madisonville Estates - Part Two (2) subdivision and requested the Board to approve same, indicating and representing that the same met with all appropriate and applicable county requirements, and that an appropriate performance bond had been posted, and

WHEREAS, Mr. Warnock did also advise the Board that the roads listed on said plat are to be accepted as public roads in so far as they are depicted thereon, to-wit:

President's Initials: _____

Date Signed: _____

Old Stage Coach Lane
Bill Moore Way

Following discussion, Mr. Karl M. Banks did offer and Mr. Douglas L. Jones did second a motion to **(1)** approve said final plat, (a) 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, (b) subject to zoning ordinances that the Board finds will be applicable upon adoption thereof in the future; and **(2)** accept the above listed roads as public roads, and **(3)** direct the Clerk to accept and retain the aforesaid bond. 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 final plat of Madisonville Estates - Part Two (2) subdivision was and is hereby approved subject to the aforesaid provisos, said roads were and are hereby accepted as public, and the developer's bond accepted and ordered retained by the Clerk.

SO ORDERED this the 19th day of June, 2006.

In re: Approval of Final Plat of Bainbridge Subdivision - Phase II

WHEREAS, County Engineer Rudy Warnock did appear before the Board and presented the final plat of Bainbridge Subdivision - Phase II and requested the Board to approve same, indicating and representing that the same met with all appropriate and applicable county requirements, and that an appropriate performance bond had been posted, and

WHEREAS, Mr. Warnock did also advise the Board that the roads listed on said plat are to be accepted as public roads in so far as they are depicted thereon, to-wit:

Bainbridge Parkway	Bridge Park Circle	Bridge Park Drive
Meadow Park Drive	Bainbridge Crossing	Trailbridge Crossing
Bainbridge Bend	Bridge Hollow Lane	

Following discussion, Mr. Karl M. Banks did offer and Mr. Douglas L. Jones did second a motion to **(1)** approve said final plat, (a) 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, (b) subject to zoning ordinances that the Board finds will be applicable upon adoption thereof in the future; and **(2)** accept the above listed roads as public roads, and **(3)** direct the Clerk to accept and retain the aforesaid bond. 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 final plat of Bainbridge Subdivision - Phase II was and is hereby approved subject to the aforesaid provisos, said roads were and are hereby accepted as public, and the developer's bond accepted and ordered retained by the Clerk.

SO ORDERED this the 19th day of June, 2006.

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 12 of 21 (06/19/06)

In re: Authorization to Advertise for Erosion Control and Drainage Services in the Harvey Crossing Area

Following discussion, Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to authorize and direct County Purchase Clerk Hardy Crunk to advertise for bids for the performance of erosion control and drainage services in the Harvey Crossing area in the event no term bids for such services are received in response to the county's recent advertisement for 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 Mr. Crunk was and is hereby so authorized.

SO ORDERED this the 19th day of June, 2006.

In re: Authorization of Aqua Engineering Services LTD to Perform an Engineering Review of Flood Prone Areas in the Deerfield and Yandell Road Area

Following discussion, and upon the recommendation of County Engineer Rudy Warnock, Mr. Andy Taggart did offer and Mr. Douglas L. Jones did second a motion to authorize Mr. Bill Colson with the firm Aqua Engineering Services, LTD to perform an engineering review and study of flood prone properties in the area of Deerfield and Yandell Roads to include an analysis of all areas drained by Bear Creek. 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. Colson and his firm were and are hereby so authorized and directed.

SO ORDERED this the 19th day of June, 2006.

In re: Request for Speed Bumps – Windsor Hills Subdivision

WHEREAS, County Road Manager Prentiss Guyton did appear before the Board and presented the Board with a petition requesting the installation of speed bumps on Windsor Hills Drive and Brittany Way in Windsor Hills Subdivision and the installation of certain stop signs in said subdivision signed by 35 residents of the subdivision, and

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

Following discussion, Mr. Andy Taggart did offer and Mr. Douglas L. Jones did second a motion to authorize and direct the Road Department to erect such speed bumps of a type and style it deems appropriate at the locations requested in said petition and to install the stop signs as requested. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 13 of 21 (06/19/06)

Supervisor Karl M. Banks
Supervisor Paul Griffin

Aye
Aye

the matter carried unanimously and the Road Department was and is hereby so authorized and directed.

SO ORDERED this the 19th day of June, 2006.

In re: Motorgraders

WHEREAS, County Road Manager Prentiss Guyton did appear before the Board and requested that the Board declare that certain 140H CAT M-54 motor grader, bearing serial # 2ZK04957 and inventory #507 surplus property having no value to the county given its state of disrepair and authorize him to put the same up for auction on the government auction website known as GovDeals, Inc., 5913 Carmichael Place, Montgomery, AL 36117, and

WHEREAS, Mr. Guyton reported that in order for said motorgrader to become operational again, the same would require a minimum of \$5,000 of diagnostic work and most likely a new transmission and the county would be better served to sell said motorgrader at auction for a minimum bid of \$90,000 and purchase a new one,

Following discussion, Mr. Andy Taggart did offer and Mr. Paul Griffin did second a motion to declare said motorgrader surplus and no longer needed for public use and authorize and direct the Road Manager and County Inventory Control Clerk Barry Parker to place the same up for auction on the on the government auction website known as GovDeals, Inc., 5913 Carmichael Place, Montgomery, AL 36117 with a minimum bid of \$90,000. 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 motorgrader was and is hereby declared surplus and the Road Manager and County Inventory Control Clerk Barry Parker were and are hereby authorized and directed to place the same up for auction on the on the government auction website known as GovDeals, Inc., 5913 Carmichael Place, Montgomery, AL 36117 with a minimum bid of \$90,000.

SO ORDERED this the 19th day of June, 2006.

Thereafter, and following additional discussion, Mr. Paul Griffin did offer and Mr. Karl M. Banks did second a motion to authorize and direct Road Department Business manger Bill Murphy and County Purchase Clerk Hardy Crunk to prepare specifications for the purchase of a new motorgrader and advertise the same for lease purchase. The vote on the matter being as follows:

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

the matter carried unanimously and Mr. Murphy and Mr. Crunk were and are hereby so authorized.

SO ORDERED this the 19th day of June, 2006.

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 14 of 21 (06/19/06)

In re: Consideration of Preliminary Plats - Hampton Hills, Parts 2A and 2B; Klaas Plantation, Part 2B; and Hartford, Part 1A

WHEREAS, County Zoning Administrator Brad Sellers did appear before the Board and presented the preliminary plats of Hampton Hills, 2A and 2B; Klaas Plantation, Part 2B; and Hartford, Part 1A for the Board's consideration and review, and

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

Following discussion, Mr. Douglas L. Jones did offer and Mr. Paul Griffin did second a motion to approve the preliminary plats of said subdivisions, subject to the requirement that approval of the Madison County Board of Supervisors would be required on any changes to said plats and/or the accompanying covenants until such time as a majority of votes necessary to change the covenants are controlled by residents of the subdivision and subject to zoning ordinances that the Board finds will be applicable upon adoption thereof in the future. The vote on the matter being as follows:

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

the matter carried unanimously and said preliminary plats were and are hereby approved.

SO ORDERED this the 19th day of June, 2006.

In re: Approval of Road Fund Budget Amendments and Related Matters

WHEREAS, County Road Manager Prentiss Guyton did appear before the Board and requested direction as to a course of work for the upcoming season of good weather in light of budgetary constraints and rising asphalt and other material prices,

Following discussion, Mr. Paul Griffin did offer and Mr. Andy Taggart did second a motion (1) to amend the Road Fund budget pertaining to Sharon Road and Way Road so as to increase the funds allocated to Sharon Road to \$169,400 and the funds allocated to Way Road to \$184,800, (2) to authorize and direct the Road Department to proceed with said projects forthwith, and (3) to authorize and direct County Purchase Clerk Hardy Crunk to seek quotes for sufficient additional quantities of materials from the appropriate suppliers and purchase 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 the budgets for each said project was and is hereby amended, the Road Department was and is hereby instructed accordingly, and Mr. Crunk was and is hereby instructed accordingly.

SO ORDERED this the 19th day of June, 2006.

President's Initials: _____

Date Signed: _____

In re: Approval of Claims Docket for June 19, 2006

WHEREAS, the Board reviewed the claims docket for June 19, 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	2289 to 2583	295	280,275.14
012	181 to 193	13	7,003.76
097	251 to 259	9	9,776.42
105	48 to 50	3	147,334.50
113	62 to 66	5	5,911.17
114	16 to 19	4	2,557.40
115	35 to 37	3	24,994.30
116	28 to 29	2	137.90
120	78 to 80	3	380.48
121	32 to 32	1	51.89
150	704 to 724	19	48,358.22
160	209 to 241	33	193,022.03
190	124 to 129	6	1,440.02
302	42 to 42	1	124,667.08
303	1 to 1	1	119,529.95
TOTAL ALL FUNDS		398	965,440.26

Following discussion, Mr. Andy Taggart did offer and Mr. Paul Griffin did second a motion to approve said claims docket with the exception of the following held and rejected claims:

HELD CLAIM

Transaction No.	Fund No.	Claim No.	Claimant	Amount
198319	150-300-556	711	Tracker Software Corp.	\$1,350.00

REJECTED CLAIM

Transaction No.	Fund No.	Claim No.	Claimant	Amount
198365	150-180-530	2363	Harvest Free Will Church	\$ 300.00

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 E 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 and rejected items, and the Chancery Clerk was and is instructed to issue pay warrants accordingly.

SO ORDERED this the 19th day of June, 2006.

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 16 of 21 (06/19/06)

In re: Approval of Request to Reduce Assessment for Failure to File Builder's Affidavit - Charles and Lisa McClintock

Following discussion, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion (1) to find that parcel # 081H-27-161 was not occupied on January 1, 2005 despite the issuance of a certificate of occupancy thereon and that the assessed value of said parcel for 2005 taxes should be reduced to \$5,850, yielding a tax amount of \$508.00 rather than \$5,556.23 based upon the former assessed value of \$63,975, and (2) to authorize and direct the Tax Collector issue a revised tax bill if 2005 taxes have not been paid on said parcel or issue a refund to the taxpayer in the amount of the difference if 2005 taxes have been paid. 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 assessment of said parcel was and is hereby reduced and the Tax Collector authorized and directed accordingly.

SO ORDERED this the 19th day of June, 2006.

In re: Dissolution of the Madison County Human Resources Agency

WHEREAS, Board Attorney Edmund L. Brunini, Jr. did appear before the Board and reported as to his investigation and recommendations concerning the Madison County Human Resource Agency, and

WHEREAS, Mr. Brunini stated that he had received correspondence from George Nichols, Esq. representing the Board of Directors of the community action agency aspect of the Human Resources Agency and was satisfied that the entity carried out certain services beneficial to the county; however, he could not satisfy himself as to the day-to-day management of the operations and fiscal affairs of said agency due to the uncooperativeness of its Executive Director and an utter lack of information pertaining to such matters, and

WHEREAS, in view of these facts, Mr. Brunini opined that the Board had no alternative but to dissolve the agency as a county entity, consider using the funds annually budgeted for said agency to separately contract for the performance of the services presently provided by said agency county-wide, and conduct an exit audit of said agency in order to ascertain its current financial status, whether it has possession of any assets, real or personal, which may belong to the county and whether the county shares in or otherwise bears any of said agency's liabilities,

Following discussion, Mr. Paul Griffin did offer and Mr. Karl M. Banks did second a motion (1) to dissolve the Madison County Human Resources Agency as a county entity and sever all present ties with said agency; (2) authorize and direct the Chancery Clerk in his capacity as County Auditor, to conduct an exit audit of said agency in order to ascertain its current financial status, whether it has possession of any assets, real or personal, which may belong to the county and whether the county shares in or otherwise bears any of said agency's liabilities; (3) authorize the Chancery Clerk to contract with the firm of Wilson and Biggs, an independent CPA firm in Ridgeland, Mississippi to assist him in that endeavor and enlist the further assistance of any other county officials he deems necessary; and (4) direct the Chancery Clerk to report his findings to this Board at his earliest opportunity. 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

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 17 of 21 (06/19/06)

the matter carried unanimously and the Human Resources Agency was and is hereby dissolved as a county entity, and the Chancery Clerk was and is hereby authorized and directed to proceed with an exit audit as outlined herein above.

SO ORDERED this the 19th day of June, 2006.

***In re: Approval of Amendment to 16th Section
Property Lease Contract***

WHEREAS, the Madison County School Board has approved the following Amendment to 16th Section Property Lease Contract and forwarded it 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: Gluckstadt School Properties, LLC
Description: Amendment to 16th Section Property Lease Contract found at Book 1996, Page 481 in the land records on file in the Madison County Chancery Clerk's office pertaining to approximately 231.66 acres west of I-55 in Section 16, Township 8 North, Range 2 East. This amendment incorporates the exact acreage resulting from survey and adjusts the annual lease fee to agree with the acreage.
Annual Rent \$750.00 per acre, \$173,745.00 total

Following discussion, Mr. Andy Taggart did offer and Mr. Paul Griffin did second a motion to approve the Amendment to 16th Section Property Lease Contract 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	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said lease was and is hereby approved.

SO ORDERED this the 19th day of June, 2006.

In re: Approval of Various 16th Section Leases

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

Lessees: P. Mark Adcock and wife Stacey Adcock
Description: Lot 29, Livingston Subdivision, Part I
Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 1,000.00
6 - 10	\$ 1,100.00
11 - 15	\$ 1,200.00
16 - 20	\$ 1,300.00
21 - 25	\$ 1,400.00
26 - 30	\$ 1,500.00
31 - 35	\$ 1,600.00
36 - 40	\$ 1,700.00

Lessees: Herbert C. Ehrhardt

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 18 of 21 (06/19/06)

Description: Lot 36, Livingston Subdivision, Part I
Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 1,000.00
6 - 10	\$ 1,100.00
11 - 15	\$ 1,200.00
16 - 20	\$ 1,300.00
21 - 25	\$ 1,400.00
26 - 30	\$ 1,500.00
31 - 35	\$ 1,600.00
36 - 40	\$ 1,700.00

Lessees: Norman Adam and Candace Black
Description: Lot 143, 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
21 - 25	\$ 349.98
26 - 30	\$ 373.31
31 - 35	\$ 396.64
36 - 40	\$ 419.97

Lessees: Joseph Clifton Johnson
Description: Renegotiated Long Term Residential Lease Contract
Parcel No. 051-16B-116
Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 5	\$ 175.00
6 - 10	\$ 192.50
11 - 15	\$ 210.00
16 - 20	\$ 227.50
21 - 25	\$ 245.00
26 - 30	\$ 262.50
31 - 35	\$ 280.00
36 - 40	\$ 297.50

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
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 19th day of June, 2006.

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 19 of 21 (06/19/06)

In re: Consideration of City of Ridgeland's Request for County to Fully Fund Rice Road Project

WHEREAS, the Board President called members' attention to that certain correspondence dated June 8, 2006 from Gene McGee, Mayor of the City of Ridgeland, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes concerning the City's understanding of the fact that the county would bear the entirety of the expense associated with the overlay project on Rice Road, and

WHEREAS, said project is a state aid road and the City had not budgeted said project in its current year budget,

Following discussion, the Board President did offer and Mr. Andy Taggart did second a motion to fully fund the entirety of the Rice Road overlay project from county funds and dispense with any requirement on the part of the City of Ridgeland to share in the cost thereof. 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 project was and is hereby funded in its entirety by the county with no participation by the City of Ridgeland.

SO ORDERED this the 19th day of June, 2006.

In re: Request to Authorize Board President to Sign Invoice to Mississippi Department of Corrections in the Amount of \$13,020 for Housing Prisoners

At the request of Sheriff Toby Trowbridge, Mr. Karl M. Banks did offer and Mr. Paul Griffin did second a motion to authorize and direct the Board President to execute an invoice from the county in the amount of \$13,020.00 to the Mississippi Department of Corrections for the feeding and housing of state prisoners. The vote on the matter being as follows:

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

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

SO ORDERED this the 19th day of June, 2006.

In re: Approval of Payment of \$775.20 from Sheriff's Drug Seizure Fund to Charles Burnside

At the request of Sheriff Toby Trowbridge, Mr. Andy Taggart did offer and Mr. Paul Griffin did second a motion to authorize and direct the Chancery Clerk to issue payment, from the Sheriff's Drug Seizure Funds, of the sum of \$775.20 unto Charles Burnside for reimbursement of funds seized with no resulting conviction. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
-----------------------------	-----

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 20 of 21 (06/19/06)

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

the matter carried unanimously and the Chancery Clerk was and is authorized accordingly.

SO ORDERED this the 19th day of June, 2006.

In re: Rejection of Request of Rev. Henry Brown to Declare Unnamed Road as a Public Road

Following discussion, and upon receipt of an oral report from the committee of the Board previously appointed to inspect that certain unnamed road just north of the railroad tracks off Way Road in Section 7, Township 9 North, Range 3 East, Mr. Douglas L. Jones did offer and Mr. Andy Taggart did second a motion to reject said road as a public road due to the fact that the same did not appear to meet county standards, showed little if any evidence of past maintenance, served only 2 or possibly 3 landowners, and was blocked by a barbed wire fence several hundred yards from its intersection with Way Road, *inter alia*. 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 road was and is hereby rejected as a public road.

SO ORDERED this the 19th day of June, 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, June 26, 2006 at 9:00 a. m. to conduct public hearings concerning the abandonment of portions of certain public roads and any other business which may properly come before the Board.

 Tim Johnson, President
 Madison County Board of Supervisors

Date signed: _____

ATTEST:

 Arthur Johnston, Chancery Clerk

President's Initials: _____

Date Signed: _____

RATIFICATION OF LEASE AGREEMENT

THIS RATIFICATION OF LEASE AGREEMENT (the "Agreement") is entered into on this, the 19th day of June, 2006, by and between MADISON COUNTY, MISSISSIPPI (the "County"), and THE MADISON COUNTY HUMAN RESOURCE AGENCY, a Mississippi not-for-profit corporation (the "Agency").

WHEREAS, a form of Lease Agreement between the County and the Agency was prepared and finalized in 1999 whereby the County would lease from the Agency certain property located in the Town of Flora, Mississippi, the form of which Lease Agreement is attached hereto and incorporated herein as Exhibit A (the "Lease");

WHEREAS, the Madison County Board of Supervisors authorized the County to execute the Lease on April 16, 1999, per the official minutes of the meeting of the Board of Supervisors for such day, the pertinent part of said minutes being attached hereto and incorporated herein as Exhibit B;

WHEREAS, the County and the Agency have been conducting their activities with regard to the leased property in accordance with the terms of the Lease since April of 1999;

WHEREAS, neither the County nor the Agency can now locate an original, executed copy of the Lease; and

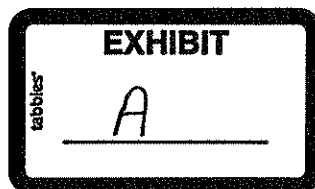
WHEREAS, the County and the Agency desire now to ratify the terms of the Lease as they are stated in Exhibit A attached hereto and, further, to ratify their respective actions from April of 1999 to-date with regard to the subject matter of the Lease; and

WHEREAS, the County and the Agency desire to state their intentions to continue to be bound by the terms, covenants and provisions of the Lease for the remainder of the term stated therein.

AGREEMENT

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

1. The County and the Agency each ratify and reaffirm the terms, covenants and provisions of the Lease attached hereto and incorporated herein as Exhibit A.
2. The County and the Agency each ratify and reaffirm their own actions with regard to the Lease, and the subject matter thereof, from April of 1999 to the date of this Agreement, and each acknowledges that the other is not currently in default thereunder.



3. The County and the Agency each agree that all of the terms, covenants and provisions set forth in the Lease shall remain in full force and effect for the remaining portion of the term set forth in Section 2 of the Lease and, further, the parties agree to continue to be bound by such terms, covenants and provisions until the expiration of such term, or until the Lease is otherwise terminated pursuant to its terms.


4. This Agreement, together with the exhibits referenced herein, constitutes the entire agreement among the County and the Agency with respect to the subject matter of the Lease, and all promises, representations, understandings, arrangements and prior agreements relating to such subject matter are merged herein and superseded hereby.

5. This Agreement may be executed in any number of counterparts (whether facsimile or original), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.


6. This Agreement, and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the state of Mississippi.

IN WITNESS WHEREOF, the parties have executed this Ratification of Lease Agreement on the dates set forth opposite their signatures, to be effective as of the date set forth above.

Attest:



Name: Arthur Johnson
Title: Clerk of the Madison County
Board of Supervisors

MADISON COUNTY, MISSISSIPPI


Name: Timothy
Title: President of the Madison County
Board of Supervisors



THE MADISON COUNTY HUMAN
RESOURCE AGENCY, INC.


Name: Eddie Anthony
Title: Board Chairman

STATE OF MISSISSIPPI
COUNTY OF MADISON

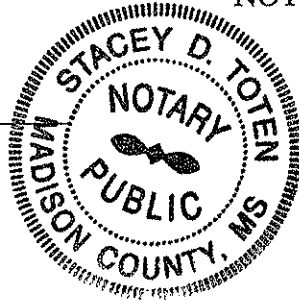
Personally appeared before me, the undersigned authority in for the county and state, within my jurisdiction, the within named Tim Johnson and Arthur Johnston, who acknowledged that they are, respectively, the President of the Board of Supervisors and the Clerk of the Board of Supervisors of Madison County, Mississippi, and that for and on behalf of Madison County and said Board of Supervisors, and as its act and deed, they signed and delivered the foregoing agreement on the day and year therein mentioned, after first having been duly authorized so to do.

GIVEN under my hand and official seal this the 19th day of June, 2006.

Stacey D. Toten
NOTARY PUBLIC

My Commission Expires:

8-18-06



STATE OF MISSISSIPPI
COUNTY OF MADISON

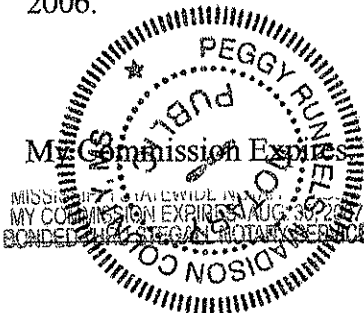
Personally appeared before me, the undersigned authority in for the county and state, within my jurisdiction, the within named Eddie Anthony, who acknowledged that he/she is the Board Chairman of The Madison County Human Resource Agency, a Mississippi not-for-profit corporation, and that for and on behalf of said corporation, and as its act and deed, he/she signed and delivered the foregoing agreement on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal this the 9th day of June, 2006.

Peggy Runnels
NOTARY PUBLIC

My Commission Expires:

8-18-06



ATTACHMENT A

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into on the date described below, between MADISON COUNTY, MISSISSIPPI, whose address is Post Office Box 404, Canton, Mississippi 39046, hereinafter "Tenant," and THE MADISON COUNTY HUMAN RESOURCE AGENCY, whose address is Hwy. 51 South, Canton, Mississippi, 39046, hereinafter "Landlord."

WITNESSETH

1. PREMISES:

Landlord leases to Tenant those premises situated in the Town of Flora, Mississippi, being otherwise described as follows, to wit:

SEE EXHIBIT "A" FOR A DESCRIPTION OF THE PROPERTY HEREIN LEASED.

2. TERM:

The term shall be a period of Ten (10) years, commencing on the 16th day of April, 1999, and expiring at midnight on the 15th day of April, 2009.

3. RENT:

At the commencement of the term of the Lease, Tenant agrees to make renovations/improvements to the property described above for the purposes of using said property as a public park. The parties hereto recognize that Tenant's repairs and renovations and upkeep will be of substantial benefit to the Landlord over the term of said Lease and shall constitute payment in full for the full term hereof. Should this lease be terminated, Landlord shall reimburse Tenant for the balance of the term remaining on a pro-rata share of the cost of improvements to the property.

4. LANDLORD APPROVAL: *

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

5. UTILITIES:

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

6. AD VALOREM TAXES:

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

7. USE OF PREMISES:

Tenant shall use the premises for a public park. Tenant also agrees that it will use the premises for the sole purpose stated above and may not use the premises for any other purpose without the prior express written approval of the Landlord, such approval not to be unreasonably withheld.

8. REPAIRS:

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

9. IMPROVEMENTS AND ALTERATIONS BY TENANT:

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

10. INSURANCE:

Tenant shall maintain liability insurance, which is acceptable to Landlord during the term of this Lease. Tenant shall also maintain hazard insurance, insuring against the loss by fire, windstorm, etc. on all contents. All premiums shall be paid by Tenant when due. Tenant shall provide Landlord with certificates of insurance evidencing said coverage.

11. INDEMNITY:

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

12. DESTRUCTION OF PREMISES:

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

13. RISK OF LOSS FROM FIRE AND OTHER PERILS:

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

14. ASSIGNMENT AND SUBLETTING:

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

15. REMOVAL OF TENANT'S PROPERTY:

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

16. INSPECTION AND SHOWING OF PREMISES:

Tenant shall permit Landlord to enter the premises at reasonable times for the purposes of inspecting and repairing the premises and ascertaining compliance with the provisions hereof by Tenant. In the event Tenant fails or refuses to make repairs or perform maintenance requested by the Landlord within thirty (30) days after being requested by Landlord in writing, Landlord shall have the right to enter the premises at any and all times to make said repairs or to perform said maintenance or to terminate this Lease.

17. SIGNS:

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

18. DEFAULT:

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

reasonable costs (including attorney's fees) incurred in seeking to collect sums due under and to enforce provisions of this Lease.

19. ENVIRONMENTAL:

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

20. WAIVER:

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

21. AMENDMENT OR MODIFICATION:

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

22. NOTICES:

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

23. POSSESSION:

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

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed, on this the ____ day of _____, 1999.

TENANT:

LANDLORD:

MADISON COUNTY, MISSISSIPPI

THE MADISON COUNTY HUMAN RESOURCE AGENCY, INC.

By: _____
Louis Spivey, President
Madison County Board of Supervisors

By: _____
Walter Jones, Executive Director

ATTEST:

Steve Duncan, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 1999, within my jurisdiction, the within named LOUISE SPIVEY and STEVE DUNCAN, who are the President and Clerk, respectively, of the Madison County Board of Supervisors of Madison County, Mississippi, and as such, they did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of Madison County, Mississippi, they being first duly authorized so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 1999, within my jurisdiction, the within named **WALTER JONES**, who is the Executive Director of The Madison County Human Resource Agency, Inc., and as such, he did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of The Madison County Human Resource Agency, Inc., he being first duly authorized so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)

gdhp\leasc\FloraPark
302-633/860

EXHIBIT A

Description of 59.00 acre Tract

Commencing at an iron pin at the intersection of the line between the East Half and the West Half of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi, and the North right-of-way line of Mississippi Highway 22, as said highway is now established and in use (September 20, 1998); said iron pin being referred to as the southwest corner of the Southeast Quarter of said Section 9 on a plat of the Pean Subdivision as surveyed and mapped by A.R. Clark, Jr., in June 1969; and run thence North 00 degrees 42 minutes West along said line between the East Half and West Half of Section 9 for a distance of 1,655.1 feet to a point on the corporate limits of the Town of Flora, Mississippi; as said corporate limits were established as of September 5, 1972; continue thence North 00 degrees 42 minutes West along said line for a distance of 928.45 feet to an iron pin found at a fence corner; run thence South 89 degrees 40 minutes 58 seconds West and along an existing fence for a distance of 582.72 feet to a fence post corner, the True Point of Beginning of the parcel herein conveyed:

From the True Point of Beginning run along said old long established fence line North 88 degrees 40 minutes 28 seconds West a distance of 686.98 feet to a pine tree stump and fence corner; run thence North 02 degrees 02 minutes 16 seconds West and along an existing fence for a distance of 995.00 feet; run thence North 00 degrees 18 minutes 16 seconds West and along an existing fence for a distance of 914.24 feet to a 1/2" iron bar set 6 feet North of a new fence corner; run thence South 89 degrees 48 minutes 39 seconds East and along the South line of the Kyle L. Harris tract, as per deed of record in Book 306, Page 496, for a distance of 1628.94 feet to a 1/2" iron bar; run thence South 00 degrees 14 minutes 53 seconds East and

359 3626

9:29AM P85

along an existing fence for a distance of 660.25 feet to an iron pin found; run thence South 00 degrees 34 minutes 12 seconds East for a distance of 370.13 feet to a 1/2" iron bar set; thence run North 80 degrees 54 minutes 40 seconds West for a distance of 166.61 feet to a 1/2" iron bar set; run thence South 45 degrees 44 minutes 16 seconds West for a distance of 1003.14 feet to a 1/2" iron bar set; run thence South 07 degrees 04 minutes 16 seconds West for a distance of 190.33 feet back to the True Point of Beginning.

The above described parcel of property, lying and being situated in the West Half (W 1/2) of the Northeast Quarter (NE 1/4) and the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi, contains 59.00 acres, more or less, (Fences referenced are long standing fences existing and referenced in previous deeds since September 5, 1972, except North line with Kyle L. Harris tract, whereby the old fence has been destroyed and replaced recently).

BY

Supervisor Louise N. Spivey - District I	voted: aye
Supervisor Luther L. Waldrup - District II	voted: aye
Supervisor David Richardson - District III	voted: aye
Supervisor Karl M. Banks - District IV	voted: aye
Supervisor J. L. McCullough - District V	voted: aye

The motion having received the affirmative vote of the Board members present, was declared by Mrs. Louise N. Spivey, President of said Board, as being duly carried on this the 16th day of April, 1999.

**In the Matter of Acknowledging Resignation
of Mr. Steve Vassallo as President of the
Madison County Economic Development
Authority, effective September 30, 1999**

WHEREAS, Mr. John Wallace, President of the Board of Madison County Economic Development Authority and Mr. Steve Vassallo, President of the Madison County Economic Development Authority, did appear before the Board where Mr. Wallace informed the Board that Mr. Vassallo had tendered his resignation as the President of the Madison County Economic Development Authority, effective September 30, 1999, to pursue a career in the private sector, and

WHEREAS, the Board expressed their regret at Mr. Vassallo's decision and expressed their appreciation for the job that he had done as the President of the Madison County Economic Development Authority, and

Following review and discussion, Mr. McCullough did move and Mr. Banks did second to acknowledge the resignation of Mr. Vassallo as set forth above. Vote on the matter being as follows :

Supervisor Louise N. Spivey - District I	voted: aye
Supervisor Luther L. Waldrup - District II	voted: aye
Supervisor David Richardson - District III	voted: aye
Supervisor Karl M. Banks - District IV	voted: aye
Supervisor J. L. McCullough - District V	voted: aye

The motion having received the affirmative vote of the Board members present, was declared by Mrs. Louise N. Spivey, President of said Board, as being duly carried on this the 16th day of April, 1999.

**In the Matter of Approving Leases for Park
Recreational Facilities as Between the County
and the Canton School District Pertaining to
AM Rogers Park and as Between the County
and the Madison County Human Resource
Agency Pertaining to a Flora Recreational Facility**

WHEREAS, the Board desires to continue to maintain AM Rogers Park as a recreational facility and is on land owned by the Canton School District and also to establish a recreational facility in Flora on property owned by the Madison County Human Resource Agency, and

WHEREAS, it has been determined that each facility would require a lease as between the County and the Canton School District and the County and the Madison County Human Resource Agency, and

Following review and discussion, Mr. Banks did move and Mr. McCullough did second to approve leasing such facilities and to authorize the Board Attorney to prepare leases as between the County and the Canton School District and the Madison County Human Resource Agency, respectively, for park recreational facilities, as set forth above, and authorize the President of the Board to execute such leases. Vote on the matter being as follows :

Supervisor Louise N. Spivey - District I	voted: aye
Supervisor Luther L. Waldrup - District II	voted: aye
Supervisor David Richardson - District III	voted: aye
Supervisor Karl M. Banks - District IV	voted: aye
Supervisor J. L. McCullough - District V	voted: aye

The motion having received the affirmative vote of the Board members present, was declared by Mrs. Louise N. Spivey, President of said Board, as being duly carried on this the 16th day of April, 1999.

**In the Matter of Reaffirming Board's
Approval for Road Department to
Assist the Madison County School
District on School Traffic/Access
Improvements**

WHEREAS, Mrs. Sue Jones, Superintendent of Education for the Madison County School District and Mr. James Reeves, Director of Facilities for the Madison County School District, appeared before the Board to request the assistance of the Board on school traffic/access improvements. Mr. Charles Williford, County Engineer, has proposed (Proposals can be found in the Miscellaneous File to these minutes) the following projects :

Madison Avenue Elementary School - provide turn lanes.
Madison Station Elementary School - reroute bus and car drop off points and provide additional lanes.
Rosa Scott Middle School - provide additional lanes on Crawford Street.
Ridgeland Elementary School - provide a drop off route behind existing school.
Velma Jackson High School - adding a new bus loop.

WHEREAS, Mrs. Jones and Mr. Reeves did request that the projects, except for the additional lanes on Crawford Street which needs to be accomplished as soon as possible, could begin once school is out for the summer, and

Following review and discussion, Mr. Banks did move and Mr. Richardson did reaffirm the Board's approval for the Road Department to assist the School District on these projects, noting that these projects had all been previously presented and approved by the Board. Vote on the matter being as follows :

Supervisor Louise N. Spivey - District I	voted: aye
Supervisor Luther L. Waldrup - District II	voted: aye
Supervisor David Richardson - District III	voted: aye
Supervisor Karl M. Banks - District IV	voted: aye
Supervisor J. L. McCullough - District V	voted: aye

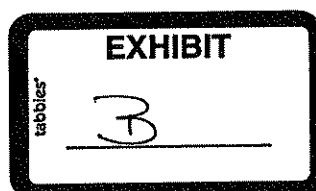
The motion having received the affirmative vote of the Board members present, was declared by Mrs. Louise N. Spivey, President of said Board, as being duly carried on this the 16th day of April, 1999.

To: Madison County Board of Supervisors
Tim Johnson, President

From: Barry Parker, Inventory Control Clerk

Please find attached, a Lost or Stolen Property Affidavit, an incident report, and a report showing where this property has been entered on NCIC by the Sheriff's Department. To my knowledge, this property has not been located so at this time I am requesting permission to delete this property from inventory.

Thank you,
Barry



MADISON COUNTY

LOST OR STOLEN PROPERTY AFFIDAVIT FOR DELETETION

MADISON COUNTY
POST OFFICE BOX 608
CANTON, MISSISSIPPI 39046

Location of Property: Narcotic Agent Date: 06-01-06
JAY HOUSTON

<u>Description</u>	<u>Inventory Number</u>	<u>Cost or Purchase Value</u>	<u>Reason for Deletion</u>
<u>Ventex Vx180</u>	<u>Serial # 36392853</u>	<u>310.00</u>	<u>STOLEN</u>

Detailed Explanation of Loss: (In case of theft, robbery or mysterious disappearance, show the name of the Sheriff's Office notified and the date the loss was discovered. If such loss was not reported to a Sheriff's Office at the time of the discovery, give a complete explanation of such failure.

See Attached

WE HEREBY STATE UNDER OATH THAT THE ABOVE FACTS ARE TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.

[Signature]
Board President Date

[Signature]
Inventory Control Clerk Date 6/12/06

[Signature]
Employee Responsible for Property Date 01 June 06

THIS DATE PERSONALLY APPEARED BEFORE ME, the undersigned authority, in and for Madison County, in the State of Mississippi, the above named individuals, who, being first duly sworn, state on their oaths that the above facts are true and correct to the best of their knowledge.

GIVENS UNDER MY HAND AND OFFICIAL SEAL, this the 1st day of June 2006

[Signature]
Notary Public

*Supplement to the Offense Report
Narcotics Unit*


1 of 1

CASE # 06-10881

DATE: 6-1-06

On 5-17-06, I, Jay Houston, took my issued hand held radio to my office and put it on the charger to prepare for an upcoming apartment sweep. At 1900 hrs, I took the hand held radio into the common area of the narcotics office and put it on the desk.

When I got into my vehicle to begin the detail, I did not have my hand held. Knowing I left it on the desk in the office and I was with 2 other people with hand helds, I worked the detail. When I returned, my hand held was gone. I have checked with everyone that worked the detail who was in the narcotics office to see if they accidentally picked it up but noone admits to having the radio. I still have the box which has the serial number of the hand held. The serial number is 3G392853. I am going to provide this serial number to the radio room to have this entered on NCIC as stolen property.



STOLEN ARTICLE

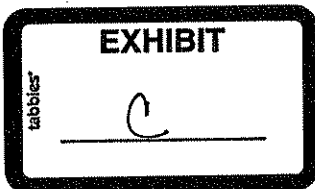
SER 36392853

FILE BY SER NUMBER

NIC A 934804080

--[Response: 31111 -]--

NCIC 7295 08:18:11 06/02/06
1L0100II,MRI4010912
MS0450010
MKE/STOLEN ARTICLE
ORI/MS0450000 TYP/EHHRADI SER/3G392853 BRA/VERTEX
DOT/20060517
OCA/06-10881
MIS/PROPERTY OF THE MADISON COUNTY SHERIFFS DEPT
NIC/A934804080 DTE/20060602 0910 EDT
ORI IS MADISON CO SO CANTON 601 859-2345



Purchasing Department
Madison County Board of Supervisors
146 West Center Street
Canton, Mississippi 39046

601-855-5503
hardy@madison-co.com

14 June 2006

District 1 Supervisor Douglas Jones
District 2 Supervisor Tim Johnson
District 3 Supervisor Andy Taggart
District 4 Supervisor Karl Banks
District 5 Supervisor Paul Griffin

Subject: 1. Consideration of Acceptance or Rejection of Asphalt Term Bids
2. Consideration of Negotiating Asphalt Contract using the Petroleum Purchase Alternative Statute.

Gentlemen:

Enclosed as part of your agenda is a color-coded two-page tabulation of our asphalt term bids. The color-coded designations "lowest and best," "second lowest and best," and "third lowest and best" relate solely to price and hauling distance. These designations **do not** take into account the vendors past performance in honoring term bid contracts with Madison County, which, according to the State Auditor's office, is a factor that can be taken is a consideration when determining the "lowest and best" bidder.

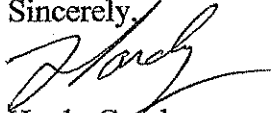
As you are aware, on 1 June 2006, the County's Primary Term Bidder for asphalt, APAC--Canton, and the County's First Alternate Term Bidder for asphalt, APAC--Jackson, refused in the middle of an ongoing road project to sell asphalt to the County at their term bid contract prices. Bowen & Dickerson, our Second Alternate Term Bidder for BB-1 asphalt, graciously provided the required asphalt to complete Catlett Road at their term bid price; however, the company informed the county that it could not continue to sell asphalt at its term bid price past the completion of Catlett Road. Notice was also received from the County's Asphalt Laid in Place Term Bidder, ADCAMP, that they would no longer honor their bid contract effective 1 June 2006. At its last meeting, the board declared all three companies in breach of contract. Although APAC and ADCAMP later submitted quotes to supply certain quantities of asphalt for the month of June at their old term bid prices, their breaches of contract have left the County in a vulnerable position. For example, should ADCAMP have equipment failures at its asphalt plant, the County would be left without an immediate alternate source for SC 1 Type II asphalt. We would be required to begin the quote process anew, causing paving delays and possible higher costs.

The Board's decision today is whether it wishes to accept any or all of "lowest and best" term bids or reject some or all of the term bids and then either continue purchasing via the two-quote method or negotiate a contract or contracts for the needed asphalt products. Section 31-7-13 (h) of the Mississippi Code, commonly known as the "Petroleum Purchase Alternative Law" allows for the purchase of petroleum-based products in any dollar amount after obtaining two quotes or through a negotiated board-

approved contract after first advertising for and then rejecting as unsatisfactory any bids received.

Reliable asphalt vendors are essential to the success of the maintenance portion of the recent bond issue. With that thought in mind, it is my recommendation that this matter be thoroughly discussed at Monday's board meeting, with the County Engineer and Road Department Business Manager present.

Sincerely,



Hardy Crunk
Purchase Clerk

Attachments:

1. Asphalt Term Bid tabulation
2. Copy of Petroleum Purchase Alternative law

ASPHALT AND RELATED PRODUCTS TABULATION SHEET FOR 1 JULY 06 -- 31 DEC06

LOWEST AND BEST
SECOND LOWEST AND BEST
THIRD LOWEST AND BEST

(Above Lowest & Best designations are incomplete in that they DO NOT

take into consideration the reliability

and honor of the vendors)

Miles to Road Department

Terry May Terry May Don Green Ralph Barnes
 O: 376-4000 O: 376-4000 O: 346-7368 O: 939-4493
 F: 376-4055 F: 376-4055 F: 346-7152 C: 940-1343
 itmav@ ashland.com itmav@ ashland.com dogleen@ ralph.barnes@
 ashland.com ashland.com bellsouth.net adcampinc.com

APAC APAC **Dickerson ADCAMP**
Canton Jackson Jackson Flowood
 1.5 31.7 26.3 32

SC 1 TYPE II TABULATION

SC 1 Type II Asphalt \$41.65 \$39.75 \$42.00 \$44.25
 Delivery Charge (see notes) \$0.18 \$0.18 \$0.20 \$0.18
 Laid In Place \$8.25 \$8.25 \$9.10 \$7.50

LAID IN PLACE CALCULATION FOR SC 1 TYPE II

Asphalt Per Ton \$41.65 \$39.75 \$42.00 \$44.25
 Delivery Charge (see notes) \$2.50 \$5.71 \$5.26 \$5.76
 Laid In Place Charge Per Ton \$8.25 \$8.25 \$9.10 \$7.50
TOTAL \$52.40 \$53.71 \$56.36 \$57.51

Notes: APAC Canton's delivery charge is \$2.50 per ton because millage does not exceed minimum.

All delivery charges are calculated distance from company plant to Road Department

Dickerson & Bowen has a 500 ton minimum on Laid in Place

BB 1 TABULATION

BB 1 Asphalt \$36.45 \$32.90 \$39.00 \$36.45
 Delivery Charge (see notes) \$0.18 \$0.18 \$0.20 \$0.18
 Laid In Place \$8.25 \$8.25 \$9.10 \$7.50

LAID IN PLACE CALCULATION FOR BB 1

Asphalt Per Ton \$36.45 \$32.90 \$39.00 \$36.45
 Delivery Charge (see notes) \$2.50 \$5.71 \$5.26 \$5.76
 Laid In Place Charge Per Ton \$8.25 \$8.25 \$9.10 \$7.50
TOTAL \$47.20 \$46.86 \$53.36 \$49.71

Notes: APAC Canton's delivery charge is \$2.50 per ton because millage does not exceed minimum.

All delivery charges are calculated distance from company plant to Road Department

Dickerson & Bowen has a 500 ton minimum on Laid in Place

ASPHALT TABULATION PAGE 2

APAC Canton	APAC Jackson	Dickerson Jackson	ADCAMP Flowood	DELTA Jackson
----------------	-----------------	----------------------	-------------------	------------------

COLD MIX

Notes:

\$87.00 **\$125.00**

Two day

Notice

ASPHALT MILLING (PER SQ YD)

0-2 INCHES

2-4 INCHES

4-6 INCHES

\$3.90

1 1/2 inches Max

Min 2800 sq yd

APAC hauls away

\$3.00 **\$2.42**

1-3 inches

County hauls,

cleans, traffic

ASPHALT PAVING REPAIR

\$85.00 **\$85.00** **\$200.00** **\$70.00**

100 T Min

100 T Min

100 T Min

CRS2 LIQUID ASPHALT

Ergon

O: 933-3000

F: 933-3363

ALREADY AWARDED

\$1,117.77

Delivered

patrick.nation@ergon.com

ROAD RECLAMATION

GREAT O: 825-6227

F: 825-6207

ALREADY AWARDED

SOUTHERN

4 Inches

8 Inches

12 Inches

18 Inches

24 Inches

\$3.00

\$3.50

\$4.00

\$4.50

\$6.00

Chris Louclace

Proof of Publication

The State of Mississippi

Madison County

PERSONALLY appeared before me, the undersigned notary public in and for Madison County, Mississippi,

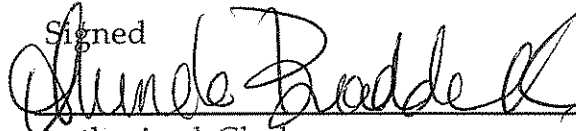
Shemekia Braddock

an authorized clerk of the MADISON COUNTY HERALD, a weekly newspaper as defined and described in Section 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

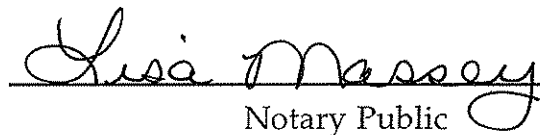
Dates of Publication:

Lines:	156	Thursday, May 11, 2006
Words:	488	Thursday, May 18, 2006
Issues:	2	
Total:	\$56.68	

Signed



Authorized Clerk
of the Madison County Herald



Notary Public

SWORN to and subscribed before me on 5/18/2006
Notary Public State of Mississippi At Large.

INVITATION FOR BIDS MADISON COUNTY, MISSISSIPPI REUNION PARKWAY PHASE II

Notice is hereby given that the Madison County Board of Supervisors will receive sealed bids in the Madison County Chancery Clerk's Office, located on the first floor of the Chancery Courthouse, 146 West Center St., Canton, Mississippi, until 10:00 A.M., 12 June 2006, for construction of the "REUNION PARKWAY PHASE II", together with all appurtenant work required to construct a nine thousand one hundred (9,100) linear foot section of four-lane divided-median roadway between U.S. Highway 463 and Bozeman Road in Madison County, Mississippi, consisting of sixty-two thousand seven hundred twenty (62,720) cubic yards of unclassified excavation, sixty-four thousand seventy (64,070) cubic yards of excess excavation, twenty-three thousand one hundred (23,100) cubic yards of borrow excavation, six (6) inches of asphalt base (BB-1), and two (2) inches of asphalt surface(SC-1).

The Information for Bidders form of Bid, form of Contract, Plans and forms of Bid Bond, Performance Bond and Payment Bond, and other Contract Documents may be examined at the following locations:

CHANCERY CLERK'S OFFICE
1st FLOOR
CHANCERY COURTHOUSE
146 WEST CENTER STREET
CANTON, MS 39046

WARNOCK & ASSOCIATES, LLC.
SUITE E
3350 NORTH LIBERTY STREET
CANTON, MISSISSIPPI 39046

Copies may be obtained at the Chancery Clerk's office or at Warnock & Associates, LLC, upon payment of Two Hundred Dollars (\$200.00) for each set, none of which is refundable.

All Bids must be sealed and must be marked on the outside of the envelope: "Bids - Reunion Parkway Phase II."

All bids must be received by the Madison County Chancery Clerk's Office, located on the first floor of the Chancery Courthouse, 146 West Center St., Canton, Mississippi, prior to 10:00 A.M., 12 June 2006.

Each Bidder must deposit with his Proposal a Bid Bond or Certified Check in an amount equal to five percent (5%) of his Bid, payable to Madison County as bid security. Bidders shall also submit a current financial statement if requested by the County.

Bidders must be qualified under Mississippi Law and show Certificate of Responsibility issued by the Mississippi State Board of Public Contractors. Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his Proposal.

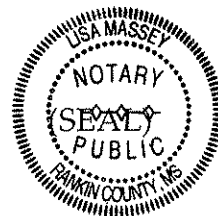
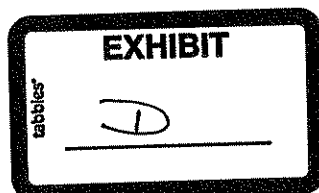
No Bidder may withdraw his Bid within Ninety (90) days after the actual date of the opening thereof. The successful Bidder must provide both a Performance Bond and a Payment Bond (each in the amount of 100 percent of the Contract upon execution of the Contract).

The Contract Time is One Hundred Twenty (120) Calendar days with a liquidated damages provision of Five Hundred Dollars (\$500.00) per calendar day thereafter.

The Board of Supervisors reserves the right to reject any and all bids. Dated this the 1st day of May 2006.

/s/ Tim Johnson, Board President

Publish: 11 and 18 May 2006



MY COMMISSION EXPIRES:
January 12, 2010

In the Matter of the Approval of the Claims Docket

RESOLUTION

WHEREAS, the Supervisors reviewed the docket of claims dated June 19, 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 June 19, 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: <u>Aye</u>
Supervisor Tim Johnson - District II	Voted: <u>Aye</u>
Supervisor Andy Taggart - District III	Voted: <u>Aye</u>
Supervisor Karl M. Banks - District IV	Voted: <u>Aye</u>
Supervisor Paul Griffin - District V	Voted: <u>Aye</u>

The motion having received the affirmative vote of the Board members present, was declared by Mr. Tim Johnson, President of said Board as being duly carried on this the 19th day of June, 2006.

Tim Johnson
Tim Johnson, President
Madison County Board of Supervisors

