

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

REGULAR MEETING OF JANUARY 2, 2007
Being the first day of the January Term of the Board of Supervisors

BE IT REMEMBERED that the regular meeting of the Board of Supervisors of Madison County, Mississippi was duly convened, held and conducted on January 2, 2007, in the 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, Mr. 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
Chief Eddie Belvedresi on behalf of 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
Board Secretary and Deputy Chancery Clerk Cynthia Parker
Board Attorney Edmund L. Brunini, Jr.
Chief Deputy Tax Assessor Kent Hawkins
Human Resource Manager Lisa Mayo
County Engineer Rudy Warnock
County Fire Coordinator Mack Pigg
County Road Manager Prentiss Guyton
County Purchase Clerk Hardy Crunk

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

The President then announced that Master Sergeant John Martin Harris with the Madison County Sheriff's Department was named Madison County's Employee of the Quarter, and reported to the Board that Master Sergeant Harris had confiscated several pounds of cocaine on the Interstate during a routine traffic stop. The Board issued its deep appreciation for Master Sergeant Harris and his outstanding record of service.

In addition, Mr. Caughman drew the Board's attention to the excellent service of the following employees during 2006: Amanda Culbertson, Earnestine Brown, Deputy Lee Brock, Emily Anderson, Barry Parker, Kay Jerome, Deputy John Harris, Cynthia Parker, Hardy Crunk and Peggy Runnels.

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 1 of 14 (01/02/07)

In re: Approval of Minutes From December, 2006 Term

WHEREAS, Chancery Clerk Arthur Johnston did present the Board with the Minutes of the previous meetings of the Board of Supervisors during the December 2006 term, said meetings having been conducted on December 4 and 18, 2006,

Following discussion, Mr. Andy Taggart did offer and Mr. Douglas L. Jones did second a motion to approve the minutes as presented with certain amendments which were read in open session, and to authorize the President to sign said minutes after said corrections have been made. The vote on the matter being as follows:

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

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

SO ORDERED this the 2nd day of January, 2007.

In re: Election of Officers of the Madison County Board of Supervisors

WHEREAS, on January 5, 2004, at the organizational meeting of the Madison County Board of Supervisors, the Board determined that the presidency of the Board would rotate from year to year within the four (4) year term, and

WHEREAS, a new calendar year has now begun, and the Board does desire to conduct an election of officers anew in accordance with said determination, and

WHEREAS, Board President Tim Johnson did announce his resignation as Board President effective immediately,

Thereafter, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to elect Mr. Andy Taggart as President and Mr. Paul Griffin as Vice President of the Madison County Board of Supervisors for the current year. The vote on the matter being as follows:

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

the matter carried unanimously and Mr. Andy Taggart was and is hereby elected and declared President and Mr. Paul Griffin was and is hereby elected and declared Vice President.

SO ORDERED this the 2nd day of January, 2007.

In re: Approval of Consent Agenda Items

WHEREAS, the Board President announced that he and County Administrator Donnie Caughman had conferred in advance of the meeting as to certain matters denominated "Consent Items" which bear Item numbers (3) through (12) on the Agenda and that the same appeared to

President's Initials: _____

Date Signed: _____

be routine, non-controversial matters on which all Supervisors were likely to agree, and

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

WHEREAS, the Board took up the following matters, to-wit:

Following discussion, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to approve, adopt, and authorize each of the following matters, the same being numbered Items (3) through (12) herein below, to-wit:

3. Acknowledge December Closed Call Analysis - Road Department

The December 2006 Closed Call Analysis submitted by the Madison County Road Department was and is hereby acknowledged received, and a true and correct copy thereof may be found in the Miscellaneous Appendix to these Minutes.

4. Acknowledge December Monthly Road Work Report - Road Department

The December 2006 Monthly Road Department Report submitted by County Road Manager Prentiss Guyton was and is hereby acknowledged received, and a true and correct copy thereof may be found in the Miscellaneous Appendix to these Minutes.

5. Acknowledge January Service Call Schedule Report

The January 2007 Road Department Service Call Schedule submitted by County Road Manager Prentiss Guyton was and is hereby acknowledged, and a true and correct copy thereof may be found in the Miscellaneous Appendix to these Minutes.

6. Acceptance of Term Bids for Asphalt and Asphalt Related Products and Services

That certain memorandum dated December 20, 2006 from Purchase Clerk Hardy Crunk requesting the Board approve the term bids as presented in said memorandum, together with its spreadsheet attachment is attached hereto as Exhibit A, spread hereupon, and incorporated herein by reference, was and is hereby approved.

7. Approval of Order for Payment of Certain Fees and Expenses of the Chancery Clerk's Office

**ORDER FOR PAYMENT OF CERTAIN FEES AND EXPENSES
OF THE CHANCERY CLERK'S OFFICE**

WHEREAS, Chancery Clerk Arthur Johnston did appear before the Board and requested the Board authorize and approve the payment of the following fees and expenses, and

WHEREAS, the Clerk did represent that all such fees and expenses were proper and allowed by statute and were payable by the county as provided by law,

IT IS THEREFORE ORDERED by the Board of Supervisors of Madison County, Mississippi, that the following fees and expenses as provided by statute relating to the services performed by the Chancery Clerk of this county be and the same are hereby approved and shall be allowed unto Arthur Johnston, Chancery Clerk, for compensation of said services rendered to the people, said fees and expenses shall be payable in monthly installments except where otherwise noted below.

IT IS FURTHER ORDERED that said Clerk is hereby employed to (a) process the homestead applications, (b) serve as the county's Passport Acceptance Agent, (c) restore certain

President's Initials: _____

Date Signed: _____

records of the county in his charge, and is directed to carry out other necessary services as outlined in the statutes listed below:

- (1) § 25-7-9(1)(f) – Attendance on the Board of Supervisors: Clerk and one deputy, each \$20.00;
- (2) § 25-7-9(1)(g) as amended in 2004 – Semi-annual allowance as Clerk of the Board of Supervisors: \$3,000.00 payable in one half in July and one half in January;
- (3) § 27-105-343 as amended in 2004 – For services as County Treasurer: the sum of \$2,500 per annum, payable in equal monthly installments;
- (4) § 25-3-19 – For services as County Auditor: an annual sum of \$5,300.00, payable in equal monthly installments;
- (5) § 25-7-9(1) – For recording fees due the Chancery Clerk for recording instruments relating to county-owned real estate, and oaths and bonds of public officials, both elected and appointed – standard recording fees payable after-the-fact;
- (6) § 25-7-9(1)(h) – Attendance on the Chancery Court as approved by the Chancellor: For each day, first Chancellor sitting: \$50.00 per day each for himself and two deputies;
- (7) § 25-7-9(1)(h) – Attendance on the Chancery Court as approved by the Chancellor: For each day, second Chancellor sitting: \$50.00 per day, Clerk only;
- (8) § 25-7-9(1)(i) – Clerk and two deputies, allowance of five (5) extra days for the Clerk and two deputies for attendance upon the Court to get up records: \$50.00 per day each for himself and two deputies per monthly term of court;
- (9) § 41-21-79, *et al* – For administrative services performed in connection with commitment proceedings (both alcohol/drug and mental) such as consultations with family or friends, scheduling physicians, providing insurance information to hospitals, and making arrangements for pre-screenings and follow-ups: \$60.00 per commitment, as ordered by the Court;
- (10) § 41-21-79, *et al* and M.R.C.P. 3 (c) and (d) – For pauper's oaths both in general and in connection with commitment proceedings for paupers: \$92.00 per case as ordered by the Court;
- (11) § 25-7-9(1)(j) – For public services not otherwise specifically provided for, contingent upon the approval of the Court, an annual sum not to exceed \$5,000.00 payable \$416.67 per month;
- (12) § 25-3-21 – For copying tax rolls, a statutory fee of \$.03 per assessment, per copy of each real roll and \$.015 per assessment, per copy of each personal roll for the current year;
- (13) § 27-33-37(m) – To employ the Clerk to collect and assemble data and information and to perform the services required of

President's Initials: _____

Date Signed: _____

the Board by § 27-33-37(e) and to make investigations required of the Board in connection with administering the Homestead Exemption Law as directed by the board as follows: for the first 2,000 applications, \$1.00 per application; for the next 2,000 applications, \$.75 each, for the next 2,000 applications, \$.50 each, for the next 2,000 applications, \$.35 each, all over the above number, \$.25 each;

- (14) § 19-15-1 – For the preservation of county records, as ordered by the Board of Supervisors on October 24, 2005 and in accordance with the contract approved by said Board on that date, and the amendment thereto approved August 1, 2006, payable \$500.00 per month through December 2007 and \$1,500 per month in June, July and August;
- (15) Such fees as are allowed and required by federal law in connection with the processing of U. S. Passport Applications including a fee of up to \$10.00 for each passport photograph taken using office equipment.

IT IS FURTHER ORDERED that, to the extent necessary, the Board President is authorized to enter into contracts with the Clerk to carry out the above and foregoing items.

SO ORDERED on this the 2nd day of January, 2007.

8. Acknowledgment of Chancery Court Order Appointing and Setting Salary - AOC Staff Attorney

That certain Chancery Court Order appointing and setting the salary of AOC Staff Attorney, Jennifer Hawks, for Judge Cynthia Lee Brewer was and is hereby acknowledged and approved; and that certain Chancery Court Order accepting the resignation of Jennifer Boydston Randolph as Staff Attorney was and is hereby acknowledged and approved.

9. Acknowledgment of 2007 Budget - Reunion Public Improvement District

The Board does hereby acknowledge receipt of the 2007 Budget for Reunion Public Improvement District for year ending September 30, 2007, a true and correct copy thereof may be found in the Miscellaneous Appendix to these Minutes.

10. Approval of Petition for Reduction of Assessments - Real Property 2006 Tax Year

The *en masse* petition for the reduction of assessment of real property taxes in the amount of \$85,612.00, which petition, together with its spreadsheet attachment is attached hereto as Exhibit B, spread hereupon, and incorporated herein by reference, was and is hereby approved.

11. Approval of Builders Affidavits - 2006 Tax Year

As set forth in that certain memorandum dated January 8, 2007 from Tax Assessor Gerald Barber, the request for approval of a builders affidavit for Michael Blankenship, parcel no. 052A-02-008/01 and a correlative reduction in the assessment of said parcel as detailed in said memorandum, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, were and are hereby approved.

12. Acknowledge Parkway East Public Improvement District Pay Request

Those certain Parkway East Public Improvement District Pay Request Invoice nos. 135-144 were and are hereby acknowledged, and true and correct copies of each thereof may be found in the Miscellaneous Appendix to these Minutes.

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 hereby approved, adopted and authorized.

SO ORDERED this the 2nd day of January, 2007.

***In re: Authorize County Engineer to Acquire
Right of Way on Bilbrew Road***

WHEREAS, Mr. Robert Bilbrew appeared before the Board during the Citizens Concerns period and requested the Board to shave a hill down on Bilbrew Road, and

WHEREAS, Mr. Bilbrew stated that the U.S. Postal Service had suspended delivery of any mail on said road due to transportation dangers, including limited sight distances imposed by said hill,

Following discussion, Mr. Paul Griffin did offer and Mr. Tim Johnson did second a motion to authorize County Engineer Rudy Warnock and Board Attorney Edmund L. Brunini, Jr. to pursue acquisition of right of way from landowners at the site of said hill and direct the County Road Manager and Mr. Warnock to assess situation and erect signage cautioning motorists of limited sight distance. The vote on the matter being as follows:

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

the matter carried unanimously and Mr. Warnock, Mr. Brunini, and Mr. Guyton were and are hereby directed.

SO ORDERED this the 2nd day of January, 2007.

***In re: Approval of Lowest and Best Bid for
Road Department Equipment Bids***

WHEREAS, Purchase Clerk Hardy Crunk appeared before the Board and presented the bids received on December 5, 2006 for the purchase of one (1) or more motorgraders, one (1) or more bulldozers and one (1) or more front end loaders, and

WHEREAS, Mr. Crunk's memorandum dated December 13, 2006 along with a spreadsheet reflecting a lease-purchase proposal including a guaranteed buy-back and a cash purchase proposal with a guaranteed buy-back is attached hereto as Exhibit C, spread hereupon, and incorporated herein by reference,

Following discussion, Mr. Paul Griffin did offer and Mr. Tim Johnson did second a motion (1) to accept the lowest and best bid from Scott Equipment Company in the amount of \$186,580.00 for 36 months with a balloon payment equaling the guaranteed buy-back of \$164,580.00 for the lease

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 6 of 14 (01/02/07)

purchase of three (3) motorgraders with extended warranty and (2) to table bids received on bulldozers and wheel (front end) loaders. 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 low bid from Scott Equipment Company for motorgraders was and is hereby accepted and bids for bulldozers and wheel (front end) loaders were and are hereby tabled.

SO ORDERED this the 2nd day of January, 2007.

In re: Consideration of Curbside Recycling Collection Proposals

WHEREAS, Purchase Clerk Hardy Crunk appeared before the Board and presented proposals received on curbside recycling collection,

Following discussion, Mr. Karl M. Banks did offer and Mr. Douglas L. Jones did second a motion to move forward with recycling subject to Board Attorney negotiating a contract for curbside recycling collection and present contract to Board for consideration. The vote on the matter being as follows:

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

the matter carried unanimously and the Board Attorney was and is hereby instructed.

SO ORDERED this the 2nd day of January, 2007.

In re: Request to Void 2006 Tax Sale of Homestead Chargebacks on Parcel Nos. 072B-09B-107 and 082I-29-097

WHEREAS, Chancery Clerk Arthur Johnston appeared before the Board and requested the Board declare the 2006 tax sales of parcel nos. 072B-09B-107 and 082I-29-097 void, reporting that said sales represented homestead exemption chargebacks wherein, in accordance with the Attorney General's Opinion to Ken Harmon, Esq. dated September 29, 2006, subsequent purchasers for value without notice of the chargeback purchased the property prior to the recording of said notice, and

WHEREAS, Mr. Johnston did further advise that, pursuant to said Opinion and Miss. Code Ann. § 27-33-37(l) no lien may attach against such subsequent purchasers, although the sale and the lien remains valid as a personal liability of the original assessed owner,

Following discussion, Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to declare the 2006 tax sales of parcel nos. 072B-09B-107 and 082I-29-097 representing homestead exemption chargebacks void and to direct the Tax Collector to issue a refund to the tax purchaser and in accordance with and to the extent allowed by law. The vote on the matter

President's Initials: _____

Date Signed: _____

being as follows:

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

the matter carried unanimously and said the 2006 tax sales of said homestead exemption chargebacks on the above referenced parcels were and are hereby declared void and the Tax Collector was and is so instructed.

SO ORDERED this the 2nd day of January, 2007.

***In re: Awarding of County Depository for One Year Period
and Designation of Additional County Depositories***

WHEREAS, Chancery Clerk Arthur Johnston appeared before the Board and presented the depository bids received on December 19, 2006, the advertisement for the same having been authorized by this Board on November 20, 2006, and

WHEREAS, Chancery Clerk and Clerk of the Board Arthur Johnston did present to the Board the Invitation for Bid and the Notice to Prospective Depositories as published in the MADISON COUNTY HERALD on December 7, 2006 and December 14, 2006, together with the Proof of Publication and Publisher's Affidavit pertaining thereto, said Proof of Publication and Publisher's Affidavit being attached hereto as Exhibit D, spread hereupon, and incorporated herein by reference, and

WHEREAS, Mr. Johnston reported he had received bids from Trustmark National Bank, BankPlus, M & F Bank, Regions Bank, Wachovia Bank, Heritage Banking Group, and State Bank & Trust Company, and that each such institution met the qualifications set forth in statute and recommended that each be designated a county depository, and

WHEREAS, Mr. Johnston reported that the bid of Trustmark national bank reflected the highest rate of interest for county operating funds and recommended that the board designate said bank as the depository for such,

Following discussion, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to designate each of the above listed institutions as depositories and direct that county's operating funds remain in Trustmark National Bank for a one-year term, said institution submitting the highest and best rate of interest. 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 of the above-referenced institutions was and is hereby designated as county a depository and Trustmark National Bank was and is hereby awarded the county's operating funds for a one year term.

SO ORDERED this the 2nd day of January, 2007.

President's Initials: _____

Date Signed: _____

In re: Rescind Acknowledgment of Parkway East Public Improvement District Pay Request

WHEREAS, County Engineer Rudy Warnock appeared before the Board and requested the Board temporarily rescind its previous vote acknowledging receipt of Parkway East Public Improvement District Pay Request Invoice nos. 135-144, and

WHEREAS, Mr. Warnock did inform the Board he had not had an opportunity to review said invoices prior to the Board's taking action,

Following discussion, Mr. Paul Griffin did offer and Mr. Douglas L. Jones did second a motion to rescind the previous vote to acknowledge receipt of Parkway East Public Improvement District Pay Request Invoice nos. 135-144 and so as to allow the County Engineer an opportunity to review 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 prior acknowledgment of the Parkway East Public Improvement District Pay Requests was and is hereby rescinded.

SO ORDERED this the 2nd day of January, 2007.

In re: Approval of Final Plat of Winddance Phase II Subdivision

WHEREAS, County Engineer Rudy Warnock appeared before the Board and presented the final plat of Winddance Phase II Subdivision and requested the Board to approve same, indicating and representing that the same met with all appropriate and applicable county requirements, and

WHEREAS, Mr. Warnock did also advise the Board that the roads listed on said plat are private and are not to be accepted as public roads,

Following discussion of this matter, Mr. Andy Taggart did offer and Mr. Karl M. Banks did second a motion 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. 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 Winddance Phase II Subdivision was and is hereby approved with the aforesaid provisos.

SO ORDERED this the 2nd day of January, 2007.

President's Initials: _____

Date Signed: _____

***In re: Determining the Lowest and Best Bid for the
Gluckstadt Elementary Turning Lanes Project and
Awarding of a Contract Therefor***

WHEREAS, County Engineer Rudy Warnock appeared before the Board and presented a tabulation of bids received for the Gluckstadt Elementary Turning Lanes Project, 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 E, 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 Southern Rock, LLC, Superior Asphalt, Inc. and Hemphill Construction Co., and

WHEREAS, in his estimation, the lowest and best bidder for said project was Southern Rock, LLC who submitted a bid in the total amount of \$253,984.00, and

WHEREAS, Mr. Warnock recommended that the Board award the contract for the construction of said project to Southern Rock, LLC in accordance with its bid,

Following discussion, Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to accept the bid of Southern Rock, LLC for the Gluckstadt Elementary Turning Lanes Project 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:

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 Southern Rock, LLC in the total amount of \$253,984.00 was and is hereby accepted as, and declared to be, the lowest and best bid received for the Gluckstadt Elementary Turning Lanes Project, and the contract for said project was and is hereby awarded to said firm.

SO ORDERED this the 2nd day of January, 2007.

***In re: Set Public Hearing Date for
Consideration of Subdivision Ordinance***

WHEREAS, County Engineer Rudy Warnock appeared before the Board and requested the Board reset the public hearing date for consideration of Subdivision Ordinance to 9:00 a.m., Tuesday, January 16, 2007, and

WHEREAS, Mr. Warnock informed the Board that the publication had already run setting the public hearing for Monday, January 15, 2007, which is a state and federal holiday,

Following discussion, Mr. Paul Griffin did offer and Mr. Karl M. Banks did second a motion to reset the public hearing for consideration of Subdivision Ordinance to 9:00 a.m., Tuesday, January 16, 2007. 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 public hearing for consideration of Subdivision Ordinance was and is hereby set for 9:00 a.m., Tuesday, January 16, 2007.

SO ORDERED this the 2nd day of January, 2007.

In re: Approval of Claims Docket and Supplemental Docket for January 2, 2007

WHEREAS, the Board reviewed the claims docket for January 2, 2007, and

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

WHEREAS, the following is a summary of all claims and funds from which said claims are to be paid:

Fund	Claim Nos.	No. of Claims	Amount
001	1267 to 1377	111	273,596.58
002	1 to 1	1	2,700.00
012	58 to 74	17	27,134.18
048	4 to 4	1	11,042.65
095	5 to 6	2	62,358.76
096	3 to 3	1	1,100.00
097	71 to 83	13	26,201.04
105	15 to 16	2	8,894.00
114	6 to 6	1	1,005.62
115	18 to 20	3	3,176.00
116	14 to 15	2	120.54
120	17 to 21	5	428.35
121	18 to 20	3	787.19
137	3 to 4	2	118,576.58
150	214 to 246	33	188,470.80
160	69 to 73	5	1,903.23
190	57 to 65	9	5,066.89
302	18 to 19	2	63,690.74
303	3 to 3	1	289,632.20
401	12 to 12	1	1,135.20
690	5 to 6	2	38,625.39
691	5 to 6	2	18,924.96
TOTAL ALL FUNDS		219	1,144,570.90

Following discussion, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to approve the claims docket as presented. Said motion directed that invoice numbers should be attached to each claim on the claims docket and further directed the Chancery Clerk to publish the Summary of Claims as required by law and to authorize the Board President to sign and approve the Claims Docket, a copy of which may be found in the Miscellaneous Appendix to these Minutes together with a separate Resolution approving payment of said claims, which Resolution is attached hereto as Exhibit F, 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

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 11 of 14 (01/02/07)

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

SO ORDERED this the 2nd day of January, 2007.

In re: Set Public Hearing for Performance Sports Academy for Petition to Rezone and Special Exception

WHEREAS, County Zoning Administrator Brad Sellers appeared before the Board and requested the Board set a public hearing date for February 20, 2007 to discuss the Performance Sports Academy petition to rezone C-1A Commercial and special exception,

Following discussion, Mr. Andy Taggart did offer and Mr. Tim Johnson did second a motion to set public hearing date for 9:00 a.m., Tuesday, February 20, 2007 for consideration of the Petition of Performance Sports Academy to rezone to C-1A Commercial certain property owned by in on Reunion Boulevard and grant its request for a special exception. 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 public hearing was and is hereby set for 9:00 a.m., Tuesday, February 20, 2007.

SO ORDERED this the 2nd day of January, 2007.

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

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

Following discussion and pursuant to the terms of Miss. Code Ann. § 25-41-7, as amended, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to make a closed determination upon the issue of whether or not to declare an Executive Session for the purpose of discussing the acquisition of certain real estate, with the following persons deemed necessary for Board discussions, deliberations, and recording of such Executive Session, to wit: members of the Board, Board Secretary and Deputy Chancery Clerk Cynthia Parker, Board Attorney Edmund L. Brunini, Jr., County Administrator Donnie Caughman, County Comptroller and Deputy Chancery Clerk Mark Houston, and Chief Deputy Sheriff Eddie Belvedresi. 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 12 of 14 (01/02/07)

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

SO ORDERED this the 2nd day of January, 2007.

In re: Entering into Executive Session

WHEREAS, a discussion of the nature of the matters requiring Executive Session was had and County Administrator Donnie Caughman informed the Board of the findings of the environmental assessment firm on property the county is considering purchasing located at 3377 North Liberty Street, Canton, Mississippi,

Following discussion, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to enter into Executive Session to discuss the findings of the environmental assessment firm on said property the county is considering purchasing. The vote on the matter being as follows:

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

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

SO ORDERED this the 2nd day of January, 2007.

Thereafter, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to second a motion to adjourn the Executive Session and direct the County Comptroller to announce to the public that no action was taken therein. The vote on the matter being as follows:

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

the matter carried by the unanimous vote of those present, the Executive Session declared adjourned, and the County Comptroller did announce to the public no action was taken therein.

SO ORDERED this the 2nd day of January, 2007.

THERE BEING NO FURTHER BUSINESS to come before the Board of Supervisors of Madison County, Mississippi, upon motion duly made by Supervisor Tim Johnson and seconded by Supervisor Douglas L. Jones and approved by the unanimous vote of those present, the meeting of the Board of Supervisors was recessed until Tuesday, January 16, 2007 at 9:00 a. m. for the purpose of consideration of a Claims Docket and any other business which may properly come before the Board.

Andy Taggart, President
Madison County Board of Supervisors

Date signed: _____

President's Initials: _____

Date Signed: _____

ATTEST:

Arthur Johnston, Chancery Clerk

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 14 of 14 (01/02/07)

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

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

20 December 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: Term Bids for Asphalt and Asphalt-Related Products and Services

Gentlemen:

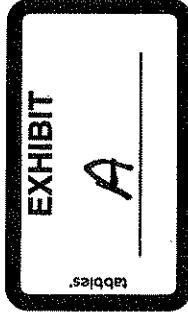
Term Bids for Asphalt and Asphalt-Related Products and Services for period 2 January 2007 – 30 June 2007 were opened on Tuesday, 19 December 2006.

Our price for SC Type 1 Asphalt increased \$1.85 per ton, or 4.4 percent. Laid-in-Place SC Type 1 Asphalt increased \$3.45 per ton, or 6.68 percent. Our price for CRST2 Liquid Asphalt, which we use for DBSTing, increased 9.33 cents per gallon, or 8.3 percent.

For your convenience, I have included in the agenda a spreadsheet tabulation of the bids along with my recommendations as to Lowest and Best Bid, which are color-coded as follows: Primary Term Bid, Red; First Alternate Term Bid, Blue; and Second Alternate Term Bid, Green. Copies of the actual bids are also included for your perusal.

I recommend that the Board award the following term bids:


1. Award the Term Bid for SC Type II Asphalt for the Period 2 January 2007 – 30 June 2007 to APAC Canton. Although the price is \$2.50 higher than the low bid of \$41 from APAC Jackson, the 30-mile shorter travel distance to APAC Canton makes APAC Canton the Lowest and Best Bid.
2. Award the First Alternate Term Bid for SC Type II Asphalt for the Period 2 January 2007 – 30 June 2007 to APAC Jackson.
3. Award the Second Alternate Term Bid for SC Type II Asphalt for the Period 2 January 2007 – 30 June 2007 to Dickerson & Bowen.
4. Award the Term Bid for SC Type II Asphalt Laid In Place for the Period 2 January 2007 – 30 June 2007 to APAC Canton.
5. Award the First Alternate Term Bid for SC Type II Asphalt Laid In Place for the Period 2 January 2007 – 30 June 2007 to APAC Jackson.
6. Award the Second Alternate Term Bid for SC Type II Asphalt Laid In Place for the Period 2 January 2007 – 30 June 2007 to Dickerson and Bowen.
7. Award the Term Bid for BB1 Asphalt for the Period 2 January 2007 – 30 June 2007 to APAC Canton. Although the price is \$3.10 higher than the low bid of \$34.90 from APAC Jackson, the 30-mile shorter travel distance to APAC Canton makes APAC Canton the Lowest and Best Bid.



8. Award the First Alternate Term Bid for BB1 Asphalt for the Period 2 January 2007 – 30 June 2007 to APAC Jackson.
9. Award the Second Alternate Term Bid for BB1 Asphalt for the Period 2 January 2007 – 30 June 2007 to Dickerson & Bowen.
10. Award the Term Bid for BB1 Asphalt Laid In Place for the Period 2 January 2007 – 30 June 2007 to APAC Jackson.
11. Award the First Alternate Term Bid for BB1 Asphalt Laid In Place for the Period 2 January 2007 – 30 June 2007 to APAC Canton.
12. Award the Second Alternate Term Bid for BB1 Asphalt Laid In Place for the Period 2 January 2007 – 30 June 2007 to Dickerson & Bowen.
13. Award the Term Bid for Cold Mix for the Period 2 January 2007 – 30 June 2007 to APAC Jackson.
14. Award the First Alternate Term Bid for Cold Mix for the Period 2 January 2007 – 30 June 2007 to Dickerson & Bowen.
15. Award the Term Bid for CRS2 Liquid Asphalt for the Period 2 January 2007 – 30 June 2007 to Ergon.
16. Award the Term Bid for Asphalt Milling for the Period 2 January 2007 – 30 June 2007 to ADCAMP
17. Award the First Alternate Term Bid for Asphalt Milling for the Period 2 January 2007 – 30 June 2007 to Delta Constructors, Inc.
18. Award the Term Bid for Road Reclamation (all depths) for the Period 2 January 2007 – 30 June 2007 to ADCAMP.
19. Award the Term Bid for Asphalt Paving Repair for the Period 2 January 2007 – 30 June 2007 to ADCAMP.
20. Award the First Alternate Term Bid for Asphalt Paving Repair for the Period 2 January 2007 – 30 June 2007 to Dickerson & Bowen.
21. Award the Term Bid for Asphalt Paving Repair for the Period 2 January 2007 – 30 June 2007 to APAC Canton.

Thank you in advance for your consideration of these requests.

Sincerely,


Hardy Grunk
Purchase Clerk

CC: Prentiss Guyton, Road Manager
Bill Murphy, Road Dept. Business Manager
Helen Keller, Road Department Office Manager
Shirley Brown, Road Department Work Control Supervisor
Rudy Warnock, County Engineer
John Granberry, Assistant County Engineer

ASPHALT AND RELATED PRODUCTS TABULATION SHEET FOR 3 JANUARY 07 -- 30 JUNE 07

PRIMARY TERM BID	Terry May	O: 376-4000	F: 376-4055
FIRST ALTERNATE TERM BID	Terry May	O: 376-4000	F: 376-4055
2ND ALTERNATE TERM BID	Terry May	O: 376-4055	F: 376-4055

ashland.com	ashland.com	ashland.com	ashland.com
!may@	!may@	!may@	!may@
APAC	APAC	APAC	APAC
Canton	Jackson	Jackson	Jackson
1.5	31.7	26.3	32
Miles to Road Department			

SC 1 TYPE II TABULATION

\$47.50	\$42.50	\$41.00	\$42.50
SC 1 Type II Asphalt			
Delivery Charge (see notes)	\$0.18	\$0.18	\$0.18
Laid In Place	\$9.50	\$9.50	\$9.50

LAID IN PLACE CALCULATION FOR SC 1 TYPE II

\$47.50	\$42.50	\$41.00	\$42.50
Asphalt Per Ton			
Delivery Charge (see notes)	\$2.85	\$5.71	\$4.73
Laid In Place Charge Per Ton	\$9.50	\$9.50	\$9.75

TOTAL

\$55.85	\$56.21	\$56.98
---------	---------	---------

Notes: APAC Canton's delivery charge is \$2.85 per ton because millage does not exceed minimum.

All other 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

\$38.65	\$37.50	\$34.90	\$37.50
BB 1 Asphalt			
Delivery Charge (see notes)	\$2.85	\$0.18	\$0.18
Laid In Place	\$9.50	\$9.50	\$9.75

LAID IN PLACE CALCULATION FOR BB 1

\$38.65	\$37.50	\$34.90	\$37.50
Asphalt Per Ton			
Delivery Charge (see notes)	\$2.85	\$5.71	\$4.73
Laid In Place Charge Per Ton	\$9.50	\$9.50	\$9.75

TOTAL

\$50.35	\$50.11	\$51.98
---------	---------	---------

Notes: APAC Canton's delivery charge is \$2.85 per ton because millage does not exceed minimum.

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

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

\$66.00

\$66.00

Ralph Barnes Daniel Lindley

Don Glenn

Terry May

Terry May

adcampinc.com

bellsouth.net

ashland.com

ashland.com

ralph.barnes@

donleean@

!may@

!may@

C: 940-1343

F: 346-7152

O: 376-4000

F: 376-4055

O: 939-4493

O: 346-7368

O: 376-4000

O: 376-4055

O: 376-3000

APAC Jackson \$93.50
 APAC Jackson \$125.00
 Dickerson Jackson
 ADCAMP Flowood
 Superior Jackson
 DELTA Jackson

COLD MIX

Notes:

CRS2 LIQUID ASPHALT

Ergon \$1,211.00 Delivered
 O: 933-3000 F: 933-3363
 patrick.nation@ergon.com

ASPHALT MILLING (PER SQ YD)

0-3 INCHES
 3-6 INCHES
 4-6 INCHES
 1 1/2 inch

ASPHALT PAVING REPAIR

100 T Min \$95.00

100 T Min \$95.00

100 T Min \$90.00

100 T Min \$85.00

ROAD RECLAMATION

4 inches
 8 inches
 12 inches
 18 inches
 24 inches

GREAT O: 825-6227
 SOUTHERN F: 825-6207
 Chris Loulace

ADCAMP Flowood

5.00
 7.50
 10.00
 12.50
 15.00

\$3.20 minimum
 \$4.95 minimum
 \$2.50 in
 \$3.10 conjunction
 \$4.50 with paving
 per day any depth
 5,000 sq yd per day
 haul, or clean-up
 no traffic control,
 no minimum
 939-8732

\$2.75

SPECIFICATIONS AND BID SHEET

ASPHALT & ASPHALT-RELATED SERVICES

Canter
APAC

TERM BIDS FOR PERIOD 2 JANUARY 07 - 30 JUNE 2007

MADISON COUNTY, MISSISSIPPI

BID DEADLINE 10 A.M. 19 DECEMBER 2006

SC 1 Type II Asphalt 43⁵⁰/_{xx} per ton

Delivery Charge On Above 18¹⁸/_{xx} per ton mile 2⁸⁵/_{per ton min} 741

Above Laid In Place (equipment & labor) \$9⁵⁰/_{xx} per ton

BB 1 Asphalt 38⁰⁰/_{xx} per ton

Delivery Charge On Above 18¹⁸/_{xx} per ton mile 2⁸⁵/_{per ton min} 741

Above Laid In Place (equipment & labor) \$9⁵⁰/_{xx} per ton

Cold Mix NA per ton

CRS2 Liquid Asphalt Delivered NA per gallon

The above prices are FOB APAC's Canter, Ms. plant.

Youn Wang

Canton
APAC

ASPHALT MILLING:

1 1/2" Cold Milling of Asphalt, Clean and haul.

Asphalt milling to become property of APAC-LLC Inc.

Price per sq. yd. ~~\$14.25~~ \$14.25

There will be a min. of 2800 sq. yds. required.

ASPHALT PAVING REPAIR (Excavate failed road surface to minimum depth of six inches and replace with proper asphalt. Price must include cost of excavation, disposal of excavated material, cleaning and applying of tack to area being patched.)

\$ 95.⁰⁰/₁₀₀ per ton 100 ton min.

ROAD RECLAMATION (Pay Item will be pre square yard)

4 (four) inch depth NA per square yard

8 (eight) inch depth NA per square yard

12 (twelve) inch depth NA per square yard

18 (eighteen) inch depth NA per square yard

24 (twenty-four) inch depth NA per square yard

Newman

Capton APAC

For use in our calculation of Lowest and Best Bid, include here the
Number of Miles from Your Company Plant/Storage Facility to the
Madison County Road Department: 1.5 Miles

The below signed company agrees that if it is awarded a Term Bid by the
Madison County Board of Supervisors for any or all of the Term Bid(s)
submitted by said company on this Specifications and Bid Sheet that it will
provide said product(s) and or service(s) in a timely and efficient manner at
the Awarded Term Bid Price for the duration of said Term Bid Period,
which runs from 2 January 2007—30 June 2007.

COMPANY NAME: APAC-Mississippi, Inc.

ADDRESS: P.O. Box 24508

Jackson, Ms 39225-4508

TELEPHONE: 601-376-4000

FAX NUMBER: 601-376-4055

EMAIL: JT MAY @ APAC.COM

Terry May
AUTHORIZED REPRESENTATIVE'S SIGNATURE

12-15-06
DATE

TERRY MAY
PRINTED AUTHORIZED REPRESENTATIVE'S NAME HERE

NOTE: ALL SPECIFICATIONS AND BID SHEETS MUST BE SIGNED
AND DATED BY AN AUTHORIZED COMPANY REPRESENTATIVE

JAT
APAC

SPECIFICATIONS AND BID SHEET

ASPHALT & ASPHALT-RELATED SERVICES

TERM BIDS FOR PERIOD 2 JANUARY 07 - 30 JUNE 2007
MADISON COUNTY, MISSISSIPPI
BID DEADLINE 10 A.M. 19 DECEMBER 2006

SC 1 Type II Asphalt 41 ~~00~~ / ~~xx~~ per ton

Delivery Charge On Above 18 ~~xx~~ / ~~xx~~ per ton mile ⁸⁵ 2 per ton min. _{Tax}

Above Laid In Place (equipment & labor) \$ 9 ~~50~~ / ~~xx~~ per ton

BB 1 Asphalt 34 ~~xx~~ / ~~xx~~ per ton

Delivery Charge On Above 18 ~~xx~~ / ~~xx~~ per ton mile ⁸⁵ 2 per ton min. _{Tax}

Above Laid In Place (equipment & labor) \$ 9 ~~50~~ / ~~xx~~ per ton

Cold Mix \$ 93 ~~50~~ / ~~xx~~ per ton

CRS2 Liquid Asphalt Delivered NA per gallon

The above prices are FOB APAC's Jackson, Ms. plant.

Henry Way

STAT
APAC

ASPAHLT MILLING:

NA

ASPHALT PAVING REPAIR (Excavate failed road surface to minimum depth of six inches and replace with proper asphalt. Price must include cost of excavation, disposal of excavated material, cleaning and applying of tack to area being patched.)

\$ 95⁰⁰ ~~78~~ per ton 100 ton min.
TMR

ROAD RECLAMATION (Pay Item will be pre square yard)

- 4 (four) inch depth NA per square yard
- 8 (eight) inch depth NA per square yard
- 12 (twelve) inch depth NA per square yard
- 18 (eighteen) inch depth NA per square yard
- 24 (twenty-four) inch depth NA per square yard

James May

5111
JAY APAC
For use in our calculation of Lowest and Best Bid, include here the
Number of Miles from Your Company Plant/Storage Facility to the
Madison County Road Department: 31.5 Miles

The below signed company agrees that if it is awarded a Term Bid by the
Madison County Board of Supervisors for any or all of the Term Bid(s)
submitted by said company on this Specifications and Bid Sheet that it will
provide said product(s) and or service(s) in a timely and efficient manner at
the Awarded Term Bid Price for the duration of said Term Bid Period,
which runs from 2 January 2007—30 June 2007.

COMPANY NAME: APAC-Mississippi, Inc.

ADDRESS: P.O. Box 24508

Jackson, Ms 39225-4508

TELEPHONE: 601-376-4000

FAX NUMBER: 601-376-4055

EMAIL: JT MAY @ APAC.COM

Terry May 12-15-06
AUTHORIZED REPRESENTATIVE'S SIGNATURE DATE

TERRY MAY
PRINTED AUTHORIZED REPRESENTATIVE'S NAME HERE

NOTE: ALL SPECIFICATIONS AND BID SHEETS MUST BE SIGNED
AND DATED BY AN AUTHORIZED COMPANY REPRESENTATIVE

D + Bowen

SPECIFICATIONS AND BID SHEET

AN

ASPHALT & ASPHALT-RELATED SERVICES

TERM BIDS FOR PERIOD 2 JANUARY 07 - 30 JUNE 2007

MADISON COUNTY, MISSISSIPPI

BID DEADLINE 10 A.M. 19 DECEMBER 2006

SC 1 Type II Asphalt \$ 4250 per ton

Delivery Charge On Above \$ 0.18 per ton mile

Above Laid In Place (equipment & labor) \$ 9.75 per ton *500 tons minimum*

BB 1 Asphalt \$ 3750 per ton

Delivery Charge On Above \$ 0.18 per ton mile

Above Laid In Place (equipment & labor) \$ 9.75 per ton *500 tons minimum*

Cold Mix \$ 12500 per ton *2 day notice required*

CRS2 Liquid Asphalt Delivered No Bid per gallon

P + BOWEN

ASPHALT MILLING:

3¹⁰ per sq with 10,000 sq minimum

Milling to be performed in conjunction with Purchase Order

for Asphalt Materials.

ASPHALT PAVING REPAIR (Excavate failed road surface to minimum depth of six inches and replace with proper asphalt. Price must include cost of excavation, disposal of excavated material, cleaning and applying of tack to area being patched.)

\$90⁰⁰ per ton 100 lbs minimum

ROAD RECLAMATION (Pay Item will be pre square yard)

4 (four) inch depth No Bid per square yard

8 (eight) inch depth No Bid per square yard

12 (twelve) inch depth No Bid per square yard

18 (eighteen) inch depth No Bid per square yard

24 (twenty-four) inch depth No Bid per square yard

D + Bowen

For use in our calculation of Lowest and Best Bid, include here the
Number of Miles from Your Company Plant/Storage Facility to the
Madison County Road Department: 26.3 Miles

The below signed company agrees that if it is awarded a Term Bid by the
Madison County Board of Supervisors for any or all of the Term Bid(s)
submitted by said company on this Specifications and Bid Sheet that it will
provide said product(s) and or service(s) in a timely and efficient manner at
the Awarded Term Bid Price for the duration of said Term Bid Period,
which runs from 2 January 2007—30 June 2007.

COMPANY NAME: Dickerson & Bowen Inc.

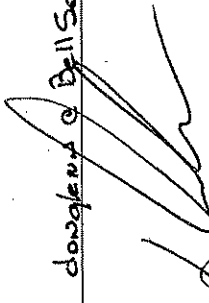
ADDRESS: P.O. Box 1008

Brookhaven, Ms., 39602

TELEPHONE: (601) 346-7368

FAX NUMBER: (601) 346-7152

EMAIL: doug@dsb.com



AUTHORIZED REPRESENTATIVE'S SIGNATURE

12/19/06

DATE

Doug L. Clouse, Albert Manager
PRINTED AUTHORIZED REPRESENTATIVE'S NAME HERE

NOTE: ALL SPECIFICATIONS AND BID SHEETS MUST BE SIGNED
AND DATED BY AN AUTHORIZED COMPANY REPRESENTATIVE

SPECIFICATIONS AND BID SHEET

APDCAMP

ASPHALT & ASPHALT-RELATED SERVICES

TERM BIDS FOR PERIOD 2 JANUARY 07 - 30 JUNE 2007

MADISON COUNTY, MISSISSIPPI

BID DEADLINE 10 A.M. 19 DECEMBER 2006

SC 1 Type II Asphalt \$47.50 per ton
Delivery Charge On Above \$0.18/TON/MILE &
Above Laid In Place (equipment & labor) \$8.50 per ton
\$5.50 MIN. HAUL per ton mile

BB 1 Asphalt \$38.65 per ton
Delivery Charge On Above \$0.18/TON/MILE &
Above Laid In Place (equipment & labor) \$8.50 per ton
\$5.50 MIN. HAUL per ton mile

Cold Mix NO BID per ton

CRS2 Liquid Asphalt Delivered NO BID per gallon

ASPAHILT MILLING :

ADCRAMP

0" - 3" ASPHALT MILLING @ \$2.50 SY

3" - 6" ASPHALT MILLING @ \$4.95 SY

MIN. CHARGE OF \$4,500.00 PER DAY

ASPHALT PAVING REPAIR (Excavate failed road surface to minimum depth of six inches and replace with proper asphalt. Price must include cost of excavation, disposal of excavated material, cleaning and applying of tack to area being patched.) \$85.00 per ton

ROAD RECLAMATION (Pay Item will be pre square yard)

4 (four) inch depth	\$ 5.00	per square yard
8 (eight) inch depth	\$ 7.50	per square yard
12 (twelve) inch depth	\$10.00	per square yard
18 (eighteen) inch depth	\$12.50	per square yard
24 (twenty-four) inch depth	\$15.00	per square yard

NOTE: 500 SY MIN. PER DAY. PRICES GOOD ON DIRT AND ASPHALT BASE - NO CONCRETE WORK.

AD CAMP

For use in our calculation of Lowest and Best Bid, include here the
Number of Miles from Your Company Plant/Storage Facility to the
Madison County Road Department: 32 Miles

The below signed company agrees that if it is awarded a Term Bid by the
Madison County Board of Supervisors for any or all of the Term Bid(s)
submitted by said company on this Specifications and Bid Sheet that it will
provide said product(s) and or service(s) in a timely and efficient manner at
the Awarded Term Bid Price for the duration of said Term Bid Period,
which runs from 2 January 2007—30 June 2007.

COMPANY NAME: AD CAMP, INC.

ADDRESS: P.O. BOX 54246

JACKSON, MS 39288-4246

TELEPHONE: 601-939-4493

FAX NUMBER: 601-939-4676

EMAIL: RALPH.BARNES@ADCAMP.ING.COM

Ralph Barnes DECEMBER 19, 2006
AUTHORIZED REPRESENTATIVE'S SIGNATURE DATE

RALPH BARNES, PRESIDENT
PRINTED AUTHORIZED REPRESENTATIVE'S NAME HERE

NOTE: ALL SPECIFICATIONS AND BID SHEETS MUST BE SIGNED
AND DATED BY AN AUTHORIZED COMPANY REPRESENTATIVE

Superior
SPECIFICATIONS AND BID SHEET

ASPHALT & ASPHALT-RELATED SERVICES

TERM BIDS FOR PERIOD 2 JANUARY 07 - 30 JUNE 2007

MADISON COUNTY, MISSISSIPPI

BID DEADLINE 10 A.M. 19 DECEMBER 2006

SC 1 Type II Asphalt *Delivered*
AND LAID _____ *66.00* per ton
Delivery Charge On Above _____ per ton mile
Above Laid In Place (equipment & labor) _____ per ton

BB 1 Asphalt *Delivered*
AND LAID _____ *66.00* per ton
Delivery Charge On Above _____ per ton mile
Above Laid In Place (equipment & labor) _____ per ton

Cold Mix _____ *NO BID* per ton

CRS2 Liquid Asphalt Delivered _____ *NO BID* per gallon

Superior

ASPHALT MILLING:

\$ 3.20 / sy WITH MIN. of 5000 sy / dy

ASPHALT PAVING REPAIR (Excavate failed road surface to minimum depth of six inches and replace with proper asphalt. Price must include cost of excavation, disposal of excavated material, cleaning and applying of tack to area being patched.)

\$ 110.00 per ton

ROAD RECLAMATION (Pay Item will be pre square yard)

4 (four) inch depth _____ per square yard

8 (eight) inch depth ~~50~~ ⁸⁰ per square yard

12 (twelve) inch depth _____ per square yard

18 (eighteen) inch depth _____ per square yard

24 (twenty-four) inch depth _____ per square yard

Superior

For use in our calculation of Lowest and Best Bid, include here the
Number of Miles from Your Company Plant/Storage Facility to the
Madison County Road Department: 35 Miles

The below signed company agrees that if it is awarded a Term Bid by the
Madison County Board of Supervisors for any or all of the Term Bid(s)
submitted by said company on this Specifications and Bid Sheet that it will
provide said product(s) and or service(s) in a timely and efficient manner at
the Awarded Term Bid Price for the duration of said Term Bid Period,
which runs from 2 January 2007—30 June 2007.

COMPANY NAME: SUPERIOR ASPHALT, INC.

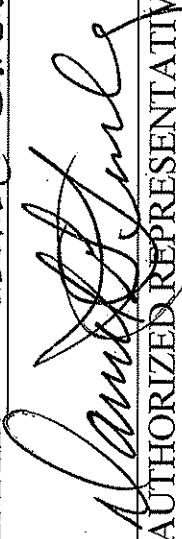
ADDRESS: 6000 I-55 SOUTH

JACKSON, MS 39212

TELEPHONE: 601 376 3000

FAX NUMBER: 601 372 5004

EMAIL: EBACK@SUPERASPHALT.COM


AUTHORIZED REPRESENTATIVE'S SIGNATURE

12-18-06
DATE

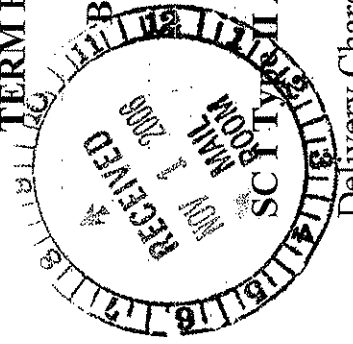
DANIEL LINLEY
PRINTED AUTHORIZED REPRESENTATIVE'S NAME HERE

NOTE: ALL SPECIFICATIONS AND BID SHEETS MUST BE SIGNED
AND DATED BY AN AUTHORIZED COMPANY REPRESENTATIVE

SPECIFICATIONS AND BID SHEET *ERLON*

ASPHALT & ASPHALT-RELATED SERVICES

TERM BIDS FOR PERIOD 2 JANUARY 07 - 30 JUNE 2007
MADISON COUNTY, MISSISSIPPI
BID DEADLINE 10 A.M. 19 DECEMBER 2006



_____ per ton

Delivery Charge On Above _____ per ton mile

Above Laid In Place (equipment & labor) _____ per ton

BB 1 Asphalt _____ per ton

Delivery Charge On Above _____ per ton mile

Above Laid In Place (equipment & labor) _____ per ton

Cold Mix _____ per ton

CRS2 Liquid Asphalt Delivered \$1.211 _____ per gallon

ERGON

For use in our calculation of Lowest and Best Bid, include here the Number of Miles from Your Company Plant/Storage Facility to the Madison County Road Department: Approx. 65 Miles

The below signed company agrees that if it is awarded a Term Bid by the Madison County Board of Supervisors for any or all of the Term Bid(s) submitted by said company on this Specifications and Bid Sheet that it will provide said product(s) and or service(s) in a timely and efficient manner at the Awarded Term Bid Price for the duration of said Term Bid Period, which runs from 2 January 2007—30 June 2007.

COMPANY NAME: Ergon Asphalt & Emulsions, Inc.

ADDRESS: P.O. Box 23028

Jackson, MS 39225-3028

TELEPHONE: 601-933-3000

FAX NUMBER: 601-933-3363

EMAIL: patrick.nation@ergon.com

Patrick Nation December 4, 2006
AUTHORIZED REPRESENTATIVE'S SIGNATURE DATE

Patrick Nation, Vice President
PRINTED AUTHORIZED REPRESENTATIVE'S NAME HERE

NOTE: ALL SPECIFICATIONS AND BID SHEETS MUST BE SIGNED AND DATED BY AN AUTHORIZED COMPANY REPRESENTATIVE.

DELTA

SPECIFICATIONS AND BID SHEET

ASPHALT & ASPHALT-RELATED SERVICES

TERM BIDS FOR PERIOD 2 JANUARY 07 - 30 JUNE 2007

MADISON COUNTY, MISSISSIPPI

BID DEADLINE 10 A.M. 19 DECEMBER 2006

SC 1 Type II Asphalt No-Bid per ton
Delivery Charge On Above No-Bid per ton mile
Above Laid In Place (equipment & labor) No-Bid per ton

BB 1 Asphalt No-Bid per ton
Delivery Charge On Above No-Bid per ton mile
Above Laid In Place (equipment & labor) No-Bid per ton

Cold Mix No-Bid per ton

CRS2 Liquid Asphalt Delivered No-Bid per gallon

DELTA

ASPHALT MILLING:

\$2.75 PER SQUARE YARD - 0"-3" MILLING

THE ABOVE PRICE INCLUDES MILLING ONLY TO AREAS AVAILABLE TO DELTA'S

MILLING MACHINES AND DOES NOT INCLUDE TRAFFIC CONTROL, HAUL, OR CLEANUP.

ASPHALT PAVING REPAIR (Excavate failed road surface to minimum depth of six inches and replace with proper asphalt. Price must include cost of excavation, disposal of excavated material, cleaning and applying of tack to area being patched.)

No Bid per ton

ROAD RECLAMATION (Pay Item will be pre square yard)

4 (four) inch depth No-Bid per square yard

8 (eight) inch depth No-Bid per square yard

12 (twelve) inch depth No-Bid per square yard

18 (eighteen) inch depth No-Bid per square yard

24 (twenty-four) inch depth No-Bid per square yard

DELTA

For use in our calculation of Lowest and Best Bid, include here the
Number of Miles from Your Company Plant/Storage Facility to the
Madison County Road Department: NA Miles

The below signed company agrees that if it is awarded a Term Bid by the
Madison County Board of Supervisors for any or all of the Term Bid(s)
submitted by said company on this Specifications and Bid Sheet that it will
provide said product(s) and or service(s) in a timely and efficient manner at
the Awarded Term Bid Price for the duration of said Term Bid Period,
which runs from 2 January 2007—30 June 2007.

COMPANY NAME: DELTA CONSTRUCTORS, INC.

ADDRESS: P.O. Box 9545

JACKSON, MS 39286

TELEPHONE: 601-939-8732

FAX NUMBER: 601-939-0867

EMAIL: DELTA9545@AOL.COM

 12-5-06
AUTHORIZED REPRESENTATIVE'S SIGNATURE DATE

JOE H. CAMPBELL, PRES.
PRINTED AUTHORIZED REPRESENTATIVE'S NAME HERE

NOTE: ALL SPECIFICATIONS AND BID SHEETS MUST BE SIGNED
AND DATED BY AN AUTHORIZED COMPANY REPRESENTATIVE

PETITION FOR REDUCTION OF ASSESSMENT

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

Now Comes GERALD R. BARBER and applies for a reduction in the assessments
(Tax Assessor-Affiant-Taxpayer)
against the petitioners on the REAL Assessment Roll for the year 2006.
(Real or Personal)

PER ATTACHED FORM 60-606 TOTAL: 85,612

AFFIDAVIT FOR CHANGE

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

Owner: VARIOUS Reason for change VARIOUS

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

AFFIANT _____ TAXPAYER _____
Witness my signature this the 2ND day of JANUARY, 2007.
TAX ASSESSOR GERALD R. BARBER - TAX ASSESSOR

ORDER OF BOARD OF SUPERVISORS

STATE OF MISSISSIPPI
COUNTY OF MADISON

ORDER

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said application that the assessment should be changed or reduced;

IT IS, THEREFORE, ORDERED by the Board of Supervisors of MADISON County, Mississippi, that a total reduction of the assessment on said roll of \$ 85,612 and said changes being for the year 2006;

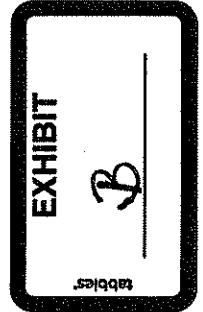
IT IS FURTHER ORDERED, that the Clerk of this Board certify two copies of this order to the State Tax Commission. The Clerk of this Board is hereby authorized and directed to change the Original Assessment Roll in his office, and the Tax Collector of this County is hereby authorized and directed to change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

ORDERED AND ADJUDGED this the 2 day of January, 2007.
R. Arthur Johnston
(President of Board of Supervisors)

CLERK'S CERTIFICATE

I, Arthur Johnston, Clerk of the Board of Supervisors of Madison County, State of Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors, passed on the day of January 2007 as the same appears on Page _____ of Minute Book 2007 of said Board, now on file in the office of said Clerk in the City of Canton in said County.

Witness my hand and official seal, this 2 day of Jan
Arthur Johnston
Clerk of the Board of Supervisors of Madison County, Mississippi



Page 1 Last Updated (12-27-2006)

AMOUNT	REASON	CODE	RQST NO.	TAX DIST
CHANGE	FOR			
CHANGE	CHANGE			

ASSESSMENT AS ON ROLL	IMPROVEMENTS	LAND	TOTAL
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PAGE	LINE	OWNERS NAME	PARCEL NUMBER
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GROUP (2006) (JANUARY 07) - (DECREASES)

PAGE 1	1	COTTON HOSEA JR	071F-13A-013/03.00	7347	4500	11847	-3949	10% FORM	2	2490-06	3MM
PAGE 1	2	GEBHART LELAND D III	071G-25B-002/33.00	71255	10000	81255	-8428	RESKETCH DRAWING	12	6026-06	3RM
PAGE 1	3	MCKEOWN PRESTON W	072E-16C-002/20.00	34941	13500	48441	-16147	10% FORM	2	6025-06	2MM
PAGE 1	4	HIGGINBOTHAM JAMES	072H-33D-139/00.00	10997	6000	16997	-6666	10% FORM	2	6028-06	1RM
PAGE 1	5	OLIVE CAESAR	082D-18-044/00.00	0	4500	4500	-4387	APPLY AG	2	2480-06	4M
PAGE 1	6	OLIVE CAESAR	082D-18-053/01.00	0	1340	1340	-7809	APPLY AG	2	2479-06	4M
PAGE 1	7	RUGLEY BETTY B	082D-18-053/03.00	46176	5400	51576	-6181	LOWER LAND VALUE/SQ FT	2	2482-06	4M
PAGE 1	8	MANGINO JOSEPH J	083I-30-021/00.00	22820	6000	28820	-9607	10% FORM	2	2484-06	4M
PAGE 1	9	EVANS BRADFORD	105B-09-012/00.00	10544	2853	13397	-10544	DELETE HOUSE	2	2483-06	5M
PAGE 1	10	ROSADO ROSIA-ETAL-	114H-27-018/01.00	8867	3029	11896	-11762	DELETE MOBILE HOME/ADD AG	2	2486-06	5M
PAGE 1	11	ROSADO ROSIA-ETAL-	114H-27-021/02.00	0	2531	2531	-2142	APPLY AG	2	2485-06	5M
PAGE 1	12										
PAGE 1	13										
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PAGE 1	15										
PAGE 1	16										
PAGE 1	17										
PAGE 1	18										
PAGE 1	19										
PAGE 1	20										
PAGE 1	21										
PAGE 1	22										
PAGE 1	23										
PAGE 1	24										

TOTAL \$ (85,612) TO BOS - (DATE TO BD-01/02/2007)

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

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

13 December 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: Bids on Road Department Equipment

Gentlemen:

Bids were opened on 5 December for the cash purchase with guaranteed buy-back and the lease-purchase with guaranteed buy-back of one or more new motorgraders, bull dozers, and wheel loaders (aka front end loaders). Due to the fact that the specifications were fairly generic, we received a larger than usual number of bids. In order to have as many purchase and financing options as possible, the bid form contained numerous financing options, as well as an extended warranty option. The tabulations of those bids follow this letter in your agenda.

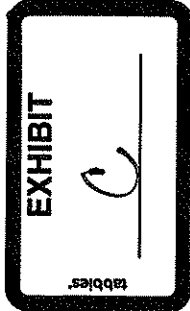
Funds to purchase or lease-purchase new Road Department heavy equipment were not included in the current fiscal-year budget. Road Department Business Manager Bill Murphy recently proposed that the County acquire the aforementioned equipment using the same financing mechanism as was used to purchase new dump and tractor trucks in the past fiscal year. This arrangement involves selling current equipment at auction and using the proceeds from the auction to fund monthly lease-purchases on new equipment. This type of lease-purchase has a balloon payment due at the end of the lease that is equal to a guaranteed buy-back of the equipment by the vendor.

ADVANTAGES AND DISADVANTAGES

There are both advantages and disadvantages to using this financing method to acquire equipment.

ADVANTAGES:

- The Road Department would always have fairly new equipment, with the replacement cycle normally running from three to five years, depending upon the particular piece of equipment.
The logical assumption is that newer equipment reduces repair costs and down time.
A reasonable estimate of future equipment lease-purchase costs is known for years into the future for budgetary planning purposes.



DISADVANTAGES:

- It is more expensive to lease-purchase than to purchase outright for cash, due to the large outlays for interest. Unlike with a business, the County does not pay income tax from which to deduct interest expenses. For over two years now, the County has been buying outright instead of lease-purchasing copy machines, which has resulted in a nice saving. In my view, the best policy is to avoid paying interest whenever possible.
- If we use this method of lease-purchase financing, the County will be putting itself in a cycle of equipment replacement that will be expensive to stop. It would take a large cash outlay in two, three, and five years to change course.

BALLOON PAYMENTS REQUIRED TO PURCHASE EQUIPMENT

FISCAL YEAR 2009	DUMP AND TRACTOR TRUCKS	\$769,800
FISCAL YEAR 2010	MOTOGRADERS	\$472,740
FISCAL YEAR 2012	BULL DOZER	\$52,855
TOTAL		\$1,295,395

- Using this method of lease-purchase financing will require a yearly appropriation of at least \$434,000 per year by the year 2012 to fund continuing lease-purchase payments. The following figures do not include payments for any additional equipment replacement at the Road Department such as the track-hoe, paving machine, trailers, tractors, mowers, and flat-bed and pick-up trucks..

PROJECTED FUTURE BUDGET REQUIREMENTS

DUMP TRUCKS	\$161,500
TRACTOR TRUCKS	\$85,000
BUDGET REQUIREMENT FY 2009	\$246,500
MOTORGRADER	\$90,000
BUDGET REQUIREMENT FY 2010	\$336,500
DOZER	\$40,000
WHEEL LOADER	\$18,000
DUMP TRUCKS	\$187,000
TRACTOR TRUCKS	\$98,000
BUDGET REQUIREMENT FY 2012	\$434,000

EXTENDED WARRANTY

All bids were required to be submitted with and without an extended warranty that is equal to or exceeds the manufacturer's factory warranty for the life of the buy-back/lease-purchase period. For the package of equipment that I am recommending as the "lowest and best" bids, the extra cost for the extended warranties is \$20,521.60. The extended warranties only cover defects in material and parts; there is no extended warranty coverage for damage caused by employee error. In my view, extended warranties are generally not a good investment, especially in light of the fact that Madison County has sufficient reserves to pay for any unexpected major repair costs. Therefore, I do not recommend that the County spend the extra tax dollars to purchase the extended warranties.

SALVAGE VALUE OF PRESENT EQUIPMENT

I have solicited guaranteed auction prices from Durham Auction in Hattiesburg. This is the company that auctioned our dump and tractor trucks during the past fiscal year. We

received considerably more than the guarantee from that auction. Unlike some of our experiences with another auction company, all parties were pleased with Durham's performance. Durham's guarantee is stated on the Guaranteed Auction Proceeds lines in the below chart.

WHAT THE COUNTY CAN AFFORD

WITHOUT EXTENDED WARRANTY

Lease-Purchase payments for 3 years on 3 Volvo Motorgrader G-940	\$172,774.08
Lease-Purchase payments for five years on Komatsu D61 EX Bull Dozer	\$145,498.20
Cash Purchase of Komatsu WA250PT-5 Wheel Loader	\$106,831.00
GRAND TOTAL	\$425,103.28
GUARANTEED AUCTION PROCEEDS	\$440,144.00
SURPLUS	\$15,040.72

WITH EXTENDED WARRANTY

Lease-Purchase payments for 3 years on 3 Volvo Motorgrader G-940	\$177,196.68
Lease-Purchase payments for five years on Komatsu D61 EX Bull Dozer	\$153,796.20
Cash Purchase of Komatsu WA250PT-5 Wheel Loader	\$114,632.00
GRAND TOTAL	\$445,624.88
GUARANTEED AUCTION PROCEEDS	\$440,144.00
DEFICIT	(\$5,480.88)

Note: The lease-purchase payments used above were submitted with the bids. I strongly suspect that the payments would be at least 10 percent less from another lease-purchase financing source.

LOWEST AND BEST BID DETERMINATION

State purchasing laws require the Board of Supervisors "to accept the lowest and best bid, and in the event it accepts a bid that is not the "lowest," it is required to place on its minutes detailed calculations and a narrative summary explaining why the accepted bid was determined to be the lowest and best bid."

Reasons such as lower maintenance costs, better quality equipment, more durable equipment, and operators' familiarity with equipment are subjective and not sufficient reasons to reject the lowest monetary bid. Preference for a certain brand of equipment is obviously insufficient reason to reject the lowest monetary bid. Additionally, items and factors that are not a part of the specifications cannot be considered in a best bid determination.

LOWEST AND BEST BID RECOMMENDATIONS AND SUGGESTED MOTIONS

The motions that follow this letter are my recommendations as to which bids are the lowest and best bids, both with and without an extended warrant. These recommendations were made after much study and after several consultations with the State Auditor's office. I am confident the motions contain all of the legal requirements to make a proper

"lowest and best bid" determination should the Board wish to acquire the stated equipment.

In conclusion, the motions are not a recommendation as to whether or not the County should acquire the equipment. My only recommendation in that vein is that the Board view its decision as to whether or not to acquire the equipment as a long-term policy decision that will affect the method of Road Department equipment purchases and the Road Department's budget for years to come.

Sincerely,

Hardy Crunk
Purchase Clerk

BULL DOZER

	Lyle 601-939-4000 601-750-0201 Jason Spence Komatsu D61 EX warranty = yes	Scott 601-373-4600 601-832-5151 Randy Ross Steve Lutz Dressta TD-12C-XP warranty = yes	Puckett 601-969-6000 601-209-1727 Doug Parker no system one Cat D6N XL warranty = no	Puckett 601-969-6000 601-209-1727 Doug Parker with system one Cat D6N XL warranty = no	Stribling 601-939-1000 601-260-2917 Bill Morton John Deere 750J warranty = no
Cash Price	\$158,237.00	\$189,718.00	\$176,825.00	\$194,598.00	\$192,170.88
Buy Back	\$50,000.00	\$73,000.00	\$65,555.00	\$74,000.00	\$80,000.00
Difference in Cash Price and Buy Back	\$108,237.00	\$116,718.00	\$111,270.00	\$120,598.00	\$112,170.88
Payment 60 Months (With Balloon)	\$2,424.97	\$2,725.42	\$2,574.84	\$2,807.77	\$2,676.22
Monthly Payment X 60 Months (With Balloon)	\$145,498.20	\$163,525.20	\$154,490.40	\$168,466.20	\$160,573.20
Balloon Payment (Equals Buy Back)	\$50,000.00	\$73,000.00	\$65,555.00	\$74,000.00	\$80,000.00
Payment 60 Months (No Balloon)	\$3,122.10	\$3,743.23	\$3,488.85	\$3,839.52	\$3,791.63
Monthly Payment (No Balloon) X 60 Months	\$187,326.00	\$224,593.80	\$209,331.00	\$230,371.20	\$227,497.80
Payment 48 Months (No Balloon)	\$3,778.18	\$4,529.84	\$4,222.00	\$4,646.36	\$4,588.41
Monthly Payment (No Balloon) X 48 Months	\$181,352.64	\$217,432.32	\$202,656.00	\$223,025.28	\$220,243.68
Payment 36 Months (No Balloon)	\$4,875.05	\$5,844.94	\$5,447.72	\$5,995.28	\$5,920.51
Monthly Payment (No Balloon) X 36 Months	\$175,501.80	\$210,417.84	\$196,117.92	\$215,830.08	\$213,138.36
Extended Warranty					
Cash Price with Extended Warranty	\$167,264.00	\$196,718.00	\$188,825.00	\$206,598.00	\$205,736.59
Buy Back with Extended warranty	\$52,855.00	\$80,000.00	\$77,555.00	\$86,000.00	\$80,000.00
Difference in Cash Price and Buy Back	\$114,409.00	\$116,718.00	\$111,270.00	\$120,598.00	\$125,736.59
Payment 60 Months with Extended Warranty (With Balloon)	\$2,563.27	\$2,765.94	\$2,644.30	\$2,877.22	\$2,943.88
Monthly Payment (With Balloon) X 60 Months	\$153,796.20	\$165,956.40	\$158,658.00	\$172,633.20	\$176,632.80
Balloon Payment with Extended Warranty	\$52,855.00	\$80,000.00	\$77,555.00	\$86,000.00	\$80,000.00
Payment 60 Months (No Balloon) with Extended Warranty	\$3,300.20	\$3,881.35	\$3,725.61	\$4,076.28	\$4,059.29
Payment (No Balloon) with Extended Warranty X 60 Months	\$198,012.00	\$232,881.00	\$223,536.60	\$244,576.80	\$243,557.40
Payment 48 Months (No Balloon) with Extended Warranty	\$3,993.71	\$4,696.98	\$4,508.52	\$4,932.88	\$4,912.31
Payment (No Balloon) with Extended Warranty X 48 Months	\$191,698.08	\$225,455.04	\$216,408.96	\$236,778.24	\$235,790.88
Payment 36 Months (No Balloon) with Extended Warranty	\$5,153.16	\$6,060.60	\$5,817.43	\$6,364.99	\$6,338.45
Payment (No Balloon) with Extended Warranty X 36 Months	\$185,513.77	\$218,181.60	\$209,427.48	\$229,139.64	\$227,424.20

MOTORGRADER

	Scott 601-373-4600 601-832-5151 Randy Ross Steve Lutz warranty = yes Volvo G-940	Lyle 601-939-4000 601-750-0201 Jason Spence warranty = yes Komatsu G-655	Puckett 601-969-6000 601-209-1727 Doug Parker warranty = no Cat 140-H	Stribling 601-939-1000 601-260-2917 Bill Morton warranty = no John Deere 770D	Tubb 601-932-3900 601-953-3367 Sam McKinney warranty = yes Case 865 VHP
Cash Price	\$179,580.00	\$170,565.00	\$181,400.00	\$176,132.00	\$152,049.00
Buy Back	\$157,580.00	\$81,000.00	\$136,000.00	\$76,500.00	\$75,000.00
Difference in Cash Price and Buy Back	\$22,000.00	\$89,565.00	\$45,400.00	\$99,632.00	\$77,049.00
Payment 36 Months (With Balloon)	\$1,599.76	\$3,233.28	\$2,194.42	\$3,517.10	\$2,812.58
Monthly Payment X 36 Months (With Balloon)	\$57,591.36	\$116,398.08	\$78,999.12	\$126,615.60	\$101,252.88
Balloon Payment (Equals Buy Back)	\$157,580.00	\$81,000.00	\$136,000.00	\$76,500.00	\$75,000.00
Payment 36 Months (No Balloon)	\$5,532.60	\$5,254.86	\$5,588.67	\$5,426.37	\$4,684.41
Monthly Payment (No Balloon) X 36 Months	\$199,173.60	\$189,174.96	\$201,192.12	\$195,349.32	\$168,638.76
Extended Warranty					
Cash Price with Extended Warranty	\$186,580.00	\$178,662.00	\$185,400.00	\$186,446.37	\$159,936.00
Buy Back with Extended warranty	\$164,580.00	\$84,846.00	\$140,000.00	\$76,500.00	\$75,000.00
Difference in Cash Price and Buy Back	\$22,000.00	\$93,816.00	\$45,400.00	\$109,946.37	\$84,936.00
Payment 36 Months with Extended Warranty (With Balloon)	\$1,640.71	\$3,386.75	\$2,217.82	\$3,834.88	\$3,055.57
Monthly Payment (With Balloon) X 36 Months	\$59,065.56	\$121,923.00	\$79,841.52	\$138,055.68	\$110,000.52
Balloon Payment with Extended Warranty	\$164,580.00	\$84,846.00	\$140,000.00	\$76,500.00	\$75,000.00
Payment 36 Months (No Balloon) with Extended Warranty	\$5,748.26	\$5,504.32	\$5,711.91	\$5,744.14	\$4,927.40
Payment (No Balloon) with Extended Warranty X 36 Months	\$206,937.36	\$198,155.52	\$205,628.76	\$206,789.04	\$177,386.40

**WHEEL LOADER
(AKA FRONT END LOADER)**

	Lyle	Stribling	Tubb	Scott	Puckett	Puckett	DeViney
	601-939-4000	601-939-1000	601-932-3900	601-373-4600	601-969-6000	601-969-6000	601-859-0020
	601-750-0201	601-260-2917	601-953-3367	601-832-5151	601-209-1727	601-209-1727	
	Jason Spence	Bill Morton	Sam McKinney	Randy Ross	Doug Parker	Doug Parker	Jon McMillan
	Komatsu	John Deere	Case 621D	Steve Lutz	Cat 930G	Cat 924G	JCB 426ZX
	WA250PT-5	544J		VOLVO L70E			
	warranty = yes	warranty = no	warranty = yes	warranty = yes	warranty = no	warranty = no reject	warranty = no reject
Cash Price	\$106,831.00	\$116,262.21	\$109,438.00	\$137,776.00	\$118,832.00	\$105,125.00	\$94,672.47
Buy Back	\$49,000.00	\$55,000.00	\$47,000.00	\$70,000.00	\$46,000.00	\$40,000.00	
Difference in Cash Price and Buy Back	\$57,831.00	\$61,262.21	\$62,438.00	\$67,776.00	\$72,832.00	\$65,125.00	
Payment 60 Months (With Balloon)	\$1,424.64	\$1,527.07	\$1,503.97	\$1,742.41	\$1,703.26	\$1,526.47	
Monthly Payment X 60 Months (With Balloon)	\$85,478.40	\$91,624.20	\$90,238.20	\$104,544.60	\$102,195.60	\$91,588.20	
Balloon Payment (Equals Buy Back)	\$49,000.00	\$55,000.00	\$47,000.00	\$70,000.00	\$46,000.00	\$40,000.00	
Payment 60 Months (No Balloon)	\$2,107.83	\$2,293.91	\$2,159.27	\$2,718.39	\$2,344.62	\$2,074.17	\$1,867.94
Monthly Payment (No Balloon) X 60 Months	\$126,469.80	\$137,634.60	\$129,556.20	\$163,103.40	\$140,677.20	\$124,450.20	\$112,076.40
Payment 36 Months (No Balloon)	\$3,291.31	\$3,581.87	\$3,371.63	\$4,244.68	\$3,661.04	\$3,238.75	\$2,916.72
Monthly Payment (No Balloon) X 36 Months	\$118,487.16	\$128,947.32	\$121,378.68	\$152,808.48	\$131,797.44	\$116,595.00	\$105,001.92
Extended Warranty							
Cash Price with Extended Warranty	\$114,632.00	\$127,026.49	\$119,994.00	\$143,776.00	\$122,832.00	\$110,125.00	\$104,493.27
Buy Back with Extended warranty	\$52,582.00	\$55,000.00	\$47,000.00	\$75,000.00	\$50,000.00	\$45,000.00	
Difference in Cash Price and Buy Back	\$62,050.00	\$72,026.49	\$72,994.00	\$68,776.00	\$72,832.00	\$65,125.00	
Payment 60 Months with Ext War (With Balloon)	\$1,528.62	\$1,739.45	\$1,711.25	\$1,791.08	\$1,726.41	\$1,545.41	
Monthly Payment (With Balloon) X 60 Months	\$91,717.20	\$104,367.00	\$102,675.00	\$107,464.80	\$103,584.60	\$92,724.60	
Balloon Payment with Extended Warranty	\$52,582.00	\$55,000.00	\$47,000.00	\$75,000.00	\$50,000.00	\$45,000.00	
Payment 60 Months (No Balloon) with Ext War	\$2,261.75	\$2,506.30	\$2,366.56	\$2,836.77	\$2,433.54	\$2,172.82	\$2,061.70
Payment (No Balloon) with Ext War X 60 Months	\$135,705.00	\$150,378.00	\$141,993.60	\$170,206.20	\$146,012.40	\$130,369.20	\$123,702.00
Payment 36 Months (No Balloon) with Ext War	\$3,531.65	\$3,913.50	\$3,695.30	\$4,429.53	\$3,784.28	\$3,392.79	\$3,219.29
Payment (No Balloon) with Ext War X 36 Months	\$127,139.40	\$140,886.00	\$133,030.80	\$159,463.08	\$136,234.08	\$122,140.44	\$115,894.44

MOTORGRADERS WITHOUT EXTENDED WARRANTY

Whereas, the Madison County Board of Supervisors desires to lease-purchase three motorgraders for a period of 36-months at the lowest possible cash outlay from the County, with said lease-purchase agreement containing a balloon payment due 30 days after the last regular monthly payment that is equal to a guaranteed buy-back from the bidder payable to the County at the expiration of the 36-month lease-purchase period; and

Whereas, Scott Equipment's bid is not the lowest cash price bid, but its exceptionally high guaranteed buy-back of \$157,580 per motorgrader is much larger than any other bidder's guaranteed buy-back; and

Whereas, the difference in Scott's cash price and Scott's guaranteed buy-back is by far the least of the five bids at only \$22,000 (\$179,580-\$157,580), compared to Puckett's \$45,400 (\$181,400-\$136,000), Tubb's \$77,049 (\$152,049-\$75,000). Lyle's \$89,565 (\$170,565-\$81,000), and Stribling's \$99,632 (\$176,132-\$76,500); and

Whereas, Scott's \$22,000 difference in cash price and guaranteed buy-back would result in a cash outlay to the County of \$57,591.36 per motorgrader over the life of the 36-month lease-purchase period, which is substantially lower than the cash outlays of \$78,999.12 with Puckett's bid, \$101,252.88 with Tubb's bid, \$116,398.08 with Lyle's bid, and \$126,615.60 with Stribling's bid; and

NOW, THEREFORE, based upon the aforementioned facts, calculations, reasons, and narrative, and after having closely examined the bid tabulation and accompanying calculations, which are made a part of these minutes by reference and are on file in the miscellaneous files to these minutes, the Madison County Board of Supervisors does hereby determine that Scott Equipment's bid is the lowest and best bid at a price of \$179,580.00 per motorgrader and does hereby award the bid for three motorgraders to Scott Equipment at a price of \$179,580 each, to be lease-purchased for a term of 36-months with said lease-purchase agreement containing a balloon payment of \$157,580 due 30 days after the last regular monthly payment, with said balloon payment being equal to a guaranteed buy-back from the bidder payable to the County at the expiration of the 36-month lease-purchase period.

MOTORGRADERS WITH EXTENDED WARRANTY

Whereas, the Madison County Board of Supervisors desires to lease-purchase three motorgraders with extended warranty for a period of 36-months at the lowest possible cash outlay from the County, with said lease-purchase agreement containing a balloon payment due 30 days after the last regular monthly payment that is equal to a guaranteed buy-back from the bidder payable to the County at the expiration of the 36-month lease-purchase period; and

Whereas, Scott Equipment's bid is not the lowest cash price bid, but its exceptionally high guaranteed buy-back of \$164,580 per motorgrader is much larger than any other bidder's guaranteed buy-back; and

Whereas, the difference in Scott's cash price and Scott's guaranteed buy-back is by far the least of the five bids at only \$22,000 (\$186,580-\$164,580), compared to Puckett's \$45,400 (\$185,400-\$140,000), Tubb's \$84,936 (\$159,936-\$75,000). Lyle's \$93,816 (\$178,662-\$84,846), and Stribling's \$109,946.37 (\$186,446.37-\$76,500); and

Whereas, Scott's \$22,000 difference in cash price and guaranteed buy-back would result in a cash outlay to the County of \$59,065.56 per motorgrader over the life of the 36-month lease-purchase period, which is substantially lower than the cash outlays of \$79,841.52 with Puckett's bid, \$110,000.52 with Tubb's bid, \$121,923 with Lyle's bid, and \$138,055.68 with Stribling's bid; and

NOW, THEREFORE, based upon the aforementioned facts, calculations, reasons, and narrative, and after having closely examined the bid tabulation and accompanying calculations, which are made a part of these minutes by reference and are on file in the miscellaneous files to these minutes, the Madison County Board of Supervisors does hereby determine that Scott Equipment's bid is the lowest and best bid at a price of \$186,580 per motorgrader and does hereby award the bid for three motorgraders to Scott Equipment at a price of \$186,580 each, to be lease-purchased for a term of 36-months with said lease-purchase agreement containing a balloon payment of \$164,580 due 30 days after the last regular monthly payment, with said balloon payment being equal to a guaranteed buy-back from the bidder payable to the County at the expiration of the 36-month lease-purchase period.

BULL DOZER

Whereas, the Madison County Board of Supervisors desires to lease-purchase one bull dozer for a period of 60-months at the lowest possible cash outlay from the County, with said lease-purchase agreement containing a balloon payment due 30 days after the last regular monthly payment with said balloon payment being equal to a guaranteed buy-back from the bidder payable to the County at the expiration of the 60-month lease-purchase period; and

Whereas, Lyle Equipment bid is the lowest cash price bid at \$158,237; and
Whereas, Lyle Equipment's bid has the lowest difference in its cash price and guaranteed buy-back, a difference of \$108,237; and

Whereas, Lyle Equipment's \$108,237 difference in its cash price and guaranteed buy-back would result in a cash outlay to the County of \$145,498.20 over the life of the 60-month lease-purchase period, said cash outlay from Lyle's bid being the lowest of the five bids received.

NOW, THEREFORE, based upon the aforementioned facts, calculations, and reasons, and after having closely examined the bid tabulation and accompanying calculations, which are made a part of these minutes by reference and are on file in the miscellaneous files to these minutes, the Madison County Board of Supervisors does hereby determine that Lyle Equipment's bid is the lowest and best bid at a price of \$158,237 for one bull dozer and does hereby award the bid for one bull dozer to Lyle Equipment at a price of \$158,237, to be lease-purchased for a term of 60-months with said lease-purchase agreement containing a balloon payment of \$50,000 due 30 days after the last regular monthly payment with said balloon payment being equal to a guaranteed buy-back from the bidder payable to the County at the expiration of the 60-month lease-purchase period

BULL DOZER WITH EXTENDED WARRANTY

Whereas, the Madison County Board of Supervisors desires to lease-purchase one bull dozer with extended warranty for a period of 60-months at the lowest possible cash outlay from the County, with said lease-purchase agreement containing a balloon payment due 30 days after the last regular monthly payment with said balloon payment being equal to a guaranteed buy-back from the bidder payable to the County at the expiration of the 60-month lease-purchase period; and

Whereas, Lyle Equipment bid is the lowest cash price bid at \$167,264; and
Whereas, Lyle Equipment's bid has the lowest difference in its cash price and guaranteed buy-back, a difference of \$114,409; and

Whereas, Lyle Equipment's \$114,409 difference in its cash price and guaranteed buy-back would result in a cash outlay to the County of \$153,796.20 over the life of the 60-month lease-purchase period, said cash outlay from Lyle's bid being the lowest of the five bids received.

NOW, THEREFORE, based upon the aforementioned facts, calculations, and reasons, and after having closely examined the bid tabulation and accompanying calculations, which are made a part of these minutes by reference and are on file in the miscellaneous files to these minutes, the Madison County Board of Supervisors does hereby determine that Lyle Equipment's bid is the lowest and best bid at a price of \$167,264 for one bull dozer with extended warranty and does hereby award the bid for one bull dozer with extended warranty to Lyle Equipment at a price of \$167,264, to be lease-purchased for a term of 60-months with said lease-purchase agreement containing a balloon payment of \$52,855 due 30 days after the last regular monthly payment with said balloon payment being equal to a guaranteed buy-back from the bidder payable to the County at the expiration of the 60-month lease-purchase period

WHEEL LOADER (AKA FRONT END LOADER)

REJECT PUCKETT BID ON CAT 924G FOR NOT MEETING WEIGHT SPECIFICATION

Whereas, the Madison County Board of Supervisors properly advertised for a wheel loader (aka front end loader) and the Madison County Purchase Clerk provided a copy of the third-amended specifications for said equipment within the legally required time-frame to Puckett Machinery via postage prepaid First Class United States Mail and via e-mail to Puckett Machinery salesman Doug Parker; and

Whereas, Puckett Machinery submitted two bids for said wheel loader, one of which is for a Cat 924G that does not meet the minimum machine weight requirement contained in the third-amended specifications due to the fact that it has a maximum weight of 24,999 pounds, according to literature supplied with the bid, and the third-amended specifications require a minimum weight of 27,000 pounds; and

NOW, THEREFORE, the Madison County Board of Supervisors reject Puckett Machinery's bid for a Cat 924G wheel loader due to the fact that its gross machine weight does not meet the minimum gross machine weight required by the third-amended specifications, and, furthermore, the Madison County Board of Supervisors' rejection of Puckett Machinery's bid for a Cat 924G wheel loader has no effect on Puckett Machinery's bid on a Cat 930G wheel loader.

REJECT DEVINEY BID AS NON-RESPONSIVE TO THE REQUIREMENTS OF THE LEGAL ADVERTISEMENT

Whereas, the Madison County Board of Supervisors properly advertised and opened bids for the cash purchase with guaranteed buy-back and the lease-purchase with guaranteed buy-back of one wheel loader (aka front end loader); and

Whereas, DeViney Equipment submitted a bid for a JCB 426ZZX wheel loader that did not contain the required buy-back; and

NOW, THEREFORE, the Madison County Board of Supervisors rejects DeViney's bid as being non-responsive to the requirements of the legal advertisement.

WHEEL LOADER (NO EXTENDED WARRANTY)

Whereas, the Madison County Board of Supervisors desires to purchase one wheel loader (aka front end loader) with a guaranteed buy-back from the bidder payable to the County at the earlier of 60 months or 6,000 hours of engine operation; and

Whereas, Lyle Equipment's bid of \$106,831 for said wheel loader is the lowest cash price bid of the five valid bids received by Madison County; and

Whereas, Lyle Equipment's bid has a guaranteed buy-back of \$49,000 at the earliest of 60 months or 6,000 engine hours; and

Whereas the difference in Lyle Equipment's cash price and guaranteed buy-back is \$57,831, which is the lowest difference of all bids received by Madison County for a wheel loader; and

NOW, THEREFORE, based upon the aforementioned facts, calculations, and reasons, and after having closely examined the bid tabulation and accompanying calculations, which are made a part of these minutes by reference and are on file in the miscellaneous files to these minutes, the Madison County Board of Supervisors does hereby determine that Lyle Equipment's bid is the lowest and best bid at a price of \$106,831 for the cash purchase of one wheel loader (aka front end loader) with guaranteed buy-back and does hereby award said bid for one wheel loader with extended warranty and guaranteed buy-back to Lyle Equipment.

**WHEEL LOADER (AKA FRONT END LOADER)
WITH EXTENDED WARRANTY**

Whereas, the Madison County Board of Supervisors desires to purchase one wheel loader (aka front end loader) with an extended warranty for the lesser of 60 months or 6,000 engine hours and with a guaranteed buy-back from the bidder payable to the County at the earlier of 60 months or 6,000 hours of engine operation; and

Whereas, Lyle Equipment's bid of \$114,632 for said wheel loader is the lowest cash price bid of the five valid bids received by Madison County; and

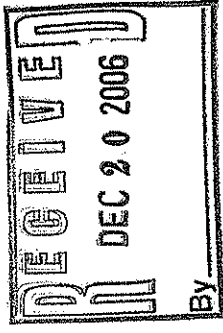
Whereas, Lyle Equipment's bid has a guaranteed buy-back of \$52,582 at the earliest of 60 months or 6,000 engine hours; and

Whereas the difference in Lyle Equipment's cash price and guaranteed buy-back is \$62,050, which is the lowest difference of all bids received by Madison County for a wheel loader; and

NOW, THEREFORE, based upon the aforementioned facts, calculations, and reasons, and after having closely examined the bid tabulation and accompanying calculations, which are made a part of these minutes by reference and are on file in the miscellaneous files to these minutes, the Madison County Board of Supervisors does hereby determine that Lyle Equipment's bid is the lowest and best bid at a price of \$106,831 for the cash purchase of one wheel loader (aka front end loader) with an extended warranty for the earliest of 60 months or 6,000 engine hours and with a guaranteed buy-back and does hereby award the bid for one wheel loader with guaranteed buy-back and extended warranty to Lyle Equipment.

**IF THE BOARD APPROVES ACQUIRING THE EQUIPMENT, A MOTION
WOULD ALSO BE NEEDED DECLARING THE CURRENT EQUIPMENT
SURPLUS AND AUTHORIZING BOARD PRESIDENT TO EXECUTE A
CONTRACT WITH DURHAM AUCTION FOR THE SALE OF SAID
EQUIPMENT**

Proof of Publication The State of Mississippi



Madison County

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

Whitney Zhou

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: 74 Thursday, December 7, 2006
Words: 236 Thursday, December 14, 2006
Issues: 2
Total: \$28.96

Signed

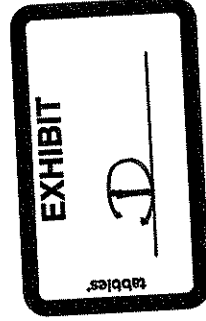
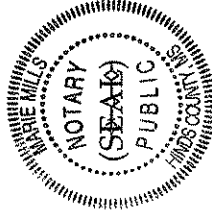
Whitney Zhou

Authorized Clerk
of the Madison County Herald

Marie Mull

Notary Public

SWORN to and subscribed before me on 12/14/2006
Notary Public State of Mississippi At Large.
My Commission Expires: Nov. 8, 2008
Bonded thru Notary Public Underwriters



INVITATION FOR BID

Notice is hereby given that the Madison County Board of Supervisors will receive sealed bids in the Office of the Chancery Clerk, 146 W. Center St., Canton, Madison County, Mississippi until 10:00 a.m., Tuesday, December 19, 2006.

NOTICE TO PROSPECTIVE DEPOSITORIES

In accordance with 27-105-305 of the Mississippi Code of 1972, as amended, the Madison County Board of Supervisors will receive sealed bids or proposals from all financial institutions in Madison County, Mississippi, which desire to qualify for the privilege of keeping County funds in their respective banks. Bids need to include the rate of interest on checking accounts and all other services provided as the financial institutions may make for the privilege of keeping the County funds, or any part thereof. The bids or proposals shall designate the kind of security as authorized by law which financial institutions propose to give as security for funds.

Bids or proposals must be marked on the outside of the envelope as "BID-COUNTY DEPOSITORY." The financial institutions are required to present proposals for one year and two year terms.

The Board of Supervisors reserves the right to reject any and all bids. Published by order of the Board of Supervisors of Madison County, Mississippi, dated this the 27th day of November, 2006.

/s/ Arthur S. Johnston
Chancery Clerk

Run: December 7 and 14, 2006.

Proof of Publication

The State of Mississippi

Madison County

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

Amber Jackson

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:	162	Thursday, November 16, 2006
Words:	496	Thursday, November 23, 2006
Issues:	2	
Total:	\$64.56	

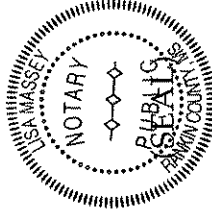
Signed

Amber Jackson

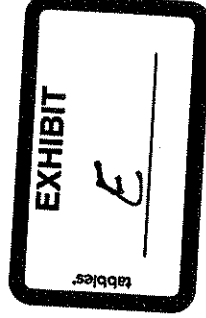
Authorized Clerk
of the Madison County Herald

Eric Massey
Notary Public

SWORN to and subscribed before me on 11/23/2006
Notary Public State of Mississippi At Large.



MY COMMISSION EXPIRES:
January 12, 2010



PASTE PROOF HERE

INVITATION FOR BIDS MADISON COUNTY, MISSISSIPPI TURN LANES FOR GLUCKSTADT ELEMENTARY SCHOOL

Notice is hereby given that the Madison County Board of Supervisors will receive sealed bids in the Madison County Chancery Clerk's Office, 146 West Center, St. Canton, Chancery Courthouse, 10:00 A.M., 19 December 2006, for Mississippi, until 10:00 A.M., 19 December 2006, for reconstruction of the "TURN LANES FOR GLUCKSTADT ELEMENTARY SCHOOL" together with all appurtenant work required to add a sixteen (16) foot wide roadway along Yandall Road foot section of twelve-foot wide South-Car Road at the new between Claydale Road and Smith-Car Road in Madison County, Gluckstadt Elementary School, associated with the Mississippi, consisting of for the elementary school will construction of turn lanes for the elementary school will typical section consisting of six (6) inches of clay gravel base 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, COURTHOUSE
CHANCERY CLERK'S OFFICE
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 - Turn Lanes for Gluckstadt Elementary School"

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., 19 December 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 Forty-Five (45) Working 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 8th day of November, 2006.

/s/ Tim Johnson, Board President

Publish: 16 and 23 November 2006

In the Matter of the Approval of the Claims Docket

RESOLUTION

WHEREAS, the Supervisors reviewed the docket of claims dated January 2, 2007, (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 January 2, 2007, meeting of the Board of Supervisors of Madison County wherein the aforesaid claims docket was approved.

After discussion on the matter, Supervisor Tim Johnson offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Douglas L. Jones. The vote on said matter was as follows, to-wit:

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

The motion having received the affirmative vote of the Board members present, was declared by Mr. Andy Taggart, President of said Board as being duly carried on this the 2nd day of January, 2007.



Andy Taggart, President
Madison County Board of Supervisors

