

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

REGULAR MEETING OF MARCH 26, 2007
Recessed from regular meeting conducted on March 19, 2007

BE IT REMEMBERED that the regular meeting of the Board of Supervisors of Madison County, Mississippi was duly convened, held and conducted on March 26, 2007, in the Law Library of the Madison County Circuit Courthouse in Canton, Mississippi, as follows, to-wit:

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

Present:	Absent:
Supervisor Douglas L. Jones	None
Supervisor Tim Johnson	
Supervisor Andy Taggart	
Supervisor Karl M. Banks	
Supervisor Paul Griffin	
Sheriff Toby Trowbridge	
Chancery Clerk Arthur Johnston	

Also in attendance:

County Administrator Donnie Caughman
County Comptroller and Deputy Chancery Clerk Mark Houston
Assistant Comptroller and Deputy Chancery Clerk Quandice Green
County Purchase Clerk Hardy Crunk
Board Secretary and Deputy Chancery Clerk Cynthia Parker
Board Attorney Edmund L. Brunini, Jr.
County Zoning Administrator Brad Sellers
County Road Manager Lawrence Morris
County Fire Coordinator Mack Pigg
County Personnel Director Lisa Mayo

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

In re: Approval of Consent Agenda Items

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

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

WHEREAS, Supervisor Tim Johnson requested that Item (3) be removed from the Consent Agenda and withheld from further consideration, and

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

President's Initials: _____

Date Signed: _____

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2. Approval of Zoning Matter - Bus Supply Company Petition to Amend Land Use Plan and Rezone C-1 to C-2/Distribution Drive

The action of the Madison County Planning and Zoning Commission taken on March 8, 2007 approving the petition of Bus Supply Company to re-zone 9.45 acres in Section 29, T8N, R2E from C-1 Commercial to C-2 Commercial was and is hereby acknowledged and approved.

4. Approval of Zoning Matter - Mark Clark Petition for Special Exception Surface Mining/Highway 51 North

In accordance with Section 504.2 of the Madison County Zoning Ordinance, the special exception sought by Mark Clark for a surfacing mining operation on Highway 51 North by application dated October 27, 2006 was and is hereby approved and granted.

5. Approval of Zoning Matter - Frank McCain Petition for Variance Lot D-10/Vinings @ Reunion

The action of the Madison County Planning and Zoning Commission taken on March 8, 2007 approving the petition of Frank McCain for a variance concerning the side street setback requirements of the Planned Urban Development (PUD) as to Lot D-10 of Vinings @ Reunion was and is hereby acknowledged and approved.

6. Approval of Zoning Matter - Chris Cook Petition for Variance Lot 35/Hatheway Lake

The action of the Madison County Planning and Zoning Commission taken on March 8, 2007 approving the petition of Chris Cook for a variance concerning the side street setback requirements of the Planned Urban Development (PUD) as to Lot 35 of Hatheway Lake was and is hereby acknowledged and approved.

7. Acknowledgment of Clerk of the Board Report

The Clerk of the Board Report through the month of February, 2007, submitted in accordance with Miss. Code Ann. § 19-11-23 (1972) was reviewed by the Board and was and is hereby acknowledged received, and a true and correct copy thereof may be found in the Miscellaneous Appendix to these Minutes.

8. Approval of Utility Agreements

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

- (1) Bear Creek Water Association - seeking to bore 87 linear feet of 18-inch steel casing under Dover Lane 40 feet west of its intersection with Greystone Lane
- (2) Bear Creek Water Association - seeking to bore 58 linear feet of 16-inch steel casing under Distribution Drive, approximately 360 feet south of its intersection with American Way

Thereafter, Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to approve, adopt, and authorize each of the above and foregoing matters, the same being numbered Item (2) and Items (4) through (8) herein above. 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

President's Initials: _____

Date Signed: _____

Supervisor Paul Griffin

Aye

the matter carried by the unanimous vote of those present and each item was and is approved, adopted and authorized.

SO ORDERED this the 26th day of March, 2007.

In re: Consideration of Resolution Authorizing and Directing the Issuance of General Obligation Road and Bridge Bonds, Series 2007

The Board of Supervisors of Madison County, Mississippi (the "County"), took up for further consideration the matter of the issuance of General Obligation Road and Bridge Bonds, Series 2007, of said County, in the maximum principal amount of Twelve Million Dollars (\$12,000,000). After a discussion of the subject, Supervisor Tim Johnson offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION ROAD AND BRIDGE BONDS, SERIES 2007, OF MADISON COUNTY, MISSISSIPPI (THE "COUNTY") IN THE PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000) TO RAISE MONEY FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND REPAIRING ROADS, HIGHWAYS AND BRIDGES, AND ACQUIRING THE NECESSARY LAND, INCLUDING LAND FOR ROAD BUILDING MATERIALS, ACQUIRING RIGHTS-OF-WAY THEREFOR; AND THE PURCHASE OF HEAVY CONSTRUCTION EQUIPMENT AND ACCESSORIES THERETO REASONABLY REQUIRED TO CONSTRUCT, REPAIR AND RENOVATE ROADS, HIGHWAYS AND BRIDGES AND APPROACHES THERETO.

WHEREAS, the Board of Supervisors of Madison County, Mississippi, acting for and on behalf of said Madison County, Mississippi, hereby finds, determines, adjudicates and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 19-9-1 et seq., Mississippi Code of 1972, as amended.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy by or against the County under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

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

"Authorized Officer" means the President of the Governing Body, the Clerk of the County, and any other officer designated from time to time as an Authorized Officer by resolution of the County, and when used with reference to any act or document also means any other Person authorized by resolution of the County to perform such act or sign such document.

"Bond" or "Bonds" shall mean the \$12,000,000 General Obligation Road and Bridge Bonds, Series 2007, of the County authorized and directed to be issued in this resolution.

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

"Bond Resolution" shall mean this resolution.

President's Initials: _____

Date Signed: _____

"Bondholder" or "Bondholders" or "Holder" or "Holders" or any similar term shall mean the registered owner of any Bond.

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

"Closing Date" shall mean the date of issuance and delivery of the Bonds.

"County" shall mean Madison County, Mississippi.

"Financial Advisor" shall mean Government Consultants, Inc., Jackson, Mississippi.

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

"Notice" shall mean the Notice of Bond Sale set out in Section 22 hereof.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the Bonds.

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

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

"Project" shall mean providing funds for constructing, reconstructing, and repairing roads, highways and bridges, and acquiring the necessary land, including land for road-building materials, acquiring rights-of-way therefor; and the purchase of heavy construction equipment and accessories thereto reasonably required to construct, repair and renovate roads, highways and bridges and approaches thereto.

"Purchaser" shall mean the successful bidder for the Bonds, to be hereafter designated by the Governing Body.

"Record Date" shall mean, as to interest payments, the 15th day of the calendar month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the calendar month preceding the maturity date or the date set for redemption.

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

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

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

"2007 Bond Fund" shall mean Madison County, Mississippi General Obligation Road and Bridge Bonds, Series 2007, 2007 Bond Fund provided for in Section 12 hereof.

"2007 Construction Fund" shall mean the Madison County, Mississippi General Obligation Road and Bridge Bonds, Series 2007, 2007 Construction Fund provided for in Section 13 hereof.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

President's Initials: _____

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2. Heretofore, on the 6th day of February, 2006, the Governing Body adopted a certain resolution entitled "**RESOLUTION DECLARING THE INTENTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS, SERIES 2006, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FIFTY MILLION DOLLARS (\$50,000,000) FOR THE PURPOSE OF PROVIDING FUNDS FOR CONSTRUCTING, RECONSTRUCTING, AND REPAIRING ROADS, HIGHWAYS AND BRIDGES, AND ACQUIRING THE NECESSARY LAND, INCLUDING LAND FOR ROAD-BUILDING MATERIALS, ACQUIRING RIGHTS-OF-WAY THEREFOR; AND THE PURCHASE OF HEAVY CONSTRUCTION EQUIPMENT AND ACCESSORIES THERETO REASONABLY REQUIRED TO CONSTRUCT, REPAIR AND RENOVATE ROADS, HIGHWAYS AND BRIDGES AND APPROACHES THERETO; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION,**" wherein the Governing Body found, determined and adjudicated that it is necessary that bonds of the County be issued in the amount, for the purpose and secured as aforesaid, declared its intention to issue said bonds, and fixed 9:00 o'clock a.m. on March 9, 2006, as the date and hour on which it proposed to direct the issuance of said bonds, on or prior to which date and hour any protest to be made against the issuance of such bonds was required to be filed.

3. As required by law and as directed by the aforesaid resolution, said resolution was published once a week for at least three (3) consecutive weeks in The Madison County Herald, a newspaper published in and having a general circulation in the County, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to March 9, 2006, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on February 9, 16 and 23 and March 2, 2006, as evidenced by the publisher's affidavit heretofore presented and filed with the Clerk.

4. On or prior to the hour of 9:00 o'clock a.m. on March 9, 2006, no written protest against the issuance of the bonds had been filed with the Chancery Clerk of Madison County, Mississippi; and, therefore, the Governing Body found, determined and adjudicated that no protest against the issuance of the bonds had been duly filed.

5. The Governing Body is now authorized and empowered by the provisions of Sections 19-9-1 et seq., Mississippi Code of 1972, as amended, to issue the hereinafter described bonds without any election on the question of the issuance thereof.

6. On the 26th day of March, 2007, the Governing Body adopted a resolution entitled:

RESOLUTION AUTHORIZING AND RATIFYING THE SIGNING AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE SALE OF TWELVE MILLION DOLLARS (\$12,000,000) GENERAL OBLIGATION ROAD AND BRIDGE BONDS, SERIES 2007, OF MADISON COUNTY, MISSISSIPPI.

Wherein the Governing Body approved and adopted the Preliminary Official Statement for the sale of the Bonds, and authorized the Governing Body to sign the Preliminary Official Statement.

7. The assessed value of taxable property within the County, according to the last completed assessment for taxation, is One Billion One Hundred Sixty Eight Million Eight Hundred Ninety Five Thousand One Hundred Two Dollars (\$1,168,895,102); the County has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 19-9-5, Mississippi Code of 1972, as amended, in the amount Sixty Three Million Three Hundred Sixty Thousand Dollars (\$63,360,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 19-9-5,

President's Initials: _____

Date Signed: _____

Mississippi Code of 1972, as amended (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of Sixty Three Million Three Hundred Sixty Thousand Dollars (\$63,360,000); the issuance of the Bonds, when added to the outstanding bonded indebtedness of the County, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the County, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the County, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the County.

8. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the County and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the County for the benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of Twelve Million Dollars (\$12,000,000) to raise money for the Project as authorized by the Act.

SECTION 3. (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on May 1 and November 1 of each year (each an "Interest Payment Date"), commencing May 1, 2008; and shall mature and become due and payable on May 1 in the years and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2008	\$380,000	2018	\$595,000
2009	400,000	2019	620,000
2010	415,000	2020	650,000
2011	435,000	2021	680,000
2012	455,000	2022	710,000
2013	480,000	2023	740,000
2014	500,000	2024	775,000
2015	520,000	2025	810,000
2016	545,000	2026	845,000
2017	570,000	2027	875,000

(c) Bonds maturing on May 1, 2018, and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in

President's Initials: _____

Date Signed: _____

whole at any time on or after May 1, 2017, or in part, in inverse order of maturity and by lot within a maturity on May 1, 2017, or on any Interest Payment Date thereafter.

(d) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(e) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State of Mississippi, (i) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (ii) certificates of deposit or municipal obligations fully secured by Government Obligations or (iii) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (iv) State and Local Government Series ("SLGS") Securities, and (v) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 4. (a) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the County in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of each of the Bonds, over his facsimile signature and facsimile seal, his certificate in substantially the form set out in Section 7.

(b) The Bonds shall be executed by the manual or facsimile signature of the President and countersigned by the manual or facsimile signature of the Clerk, with the seal of the County imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the County whose signature or a facsimile of whose signature shall appear on

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Date Signed: _____

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the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

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

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the County shall file with the Transfer Agent:

(I) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Bonds; and

(ii) an authorization to the Transfer Agent, signed by the President, to authenticate and deliver the Bonds to the Purchaser.

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

(f) Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the County to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the facsimile seal of the County and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 5. (a) The County will appoint the Paying and Transfer Agent for the Bonds after receiving the recommendation of the successful bidder subject to the following conditions. The Paying and Transfer Agent shall be a bank or trust company located within the State of Mississippi. The County specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Bonds shall remain outstanding, the County shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The County shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the County and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the County on a case by case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (I) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the County, and may be removed from either or both of

President's Initials: _____

Date Signed: _____

said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of an Agent, the County shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Agent.

(iv) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the County an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Agent from the County to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the County.

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

(viii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the County or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the County and eligible under the provisions of Section 5(d)(iv) hereof.

President's Initials: _____

Date Signed: _____

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

[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

MADISON COUNTY

**GENERAL OBLIGATION ROAD AND BRIDGE BOND
SERIES 2007**

NO. _____ \$ _____

Rate of Interest Maturity Date of Original Issue CUSIP

Registered Owner:

Principal Amount: DOLLARS

Madison County, State of Mississippi (the "County"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent") for the General Obligation Road and Bridge Bonds, Series 2007, of the County (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the County maintained by _____, _____, _____, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

The County further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, on May 1 and November 1 of each year (each an "Interest Payment Date"), commencing May 1, 2008, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

President's Initials: _____

Date Signed: _____

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized maximum principal amount of Twelve Million Dollars (\$12,000,000) to raise money for the purpose of providing funds for constructing, reconstructing, and repairing roads, highways and bridges, and acquiring the necessary land, including land for road-building materials, acquiring rights-of-way therefor; and the purchase of heavy construction equipment and accessories thereto reasonably required to construct, repair and renovate roads, highways and bridges and approaches thereto.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 19-9-1 et seq., Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Board of Supervisors of the County, including a resolution adopted March 26, 2007 (the "Bond Resolution").

Bonds maturing on May 1, 2018, and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole at any time on or after May 1, 2017, or in part, in inverse order of maturity and by lot within a maturity on May 1, 2017, or on any Interest Payment Date thereafter.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited. The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The County and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the County nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County. The County will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

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Date Signed: _____

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IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding general obligations of the County, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the County are hereby irrevocably pledged.

IN WITNESS WHEREOF, the County has caused this Bond to be executed in its name by the manual or facsimile signature of the President of the Board of Supervisors of the County, countersigned by the manual or facsimile signature of the Clerk of the County, under the manual or facsimile seal of the County, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, as of the 26th day of March, 2007.

MADISON COUNTY, MISSISSIPPI

BY: _____
PRESIDENT, BOARD OF

**SUPERVISORS
COUNTERSIGNED:**

CHANCERY CLERK

(facsimile seal)

There shall be printed in the lower left portion of the face of the Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Road and Bridge Bonds, Series 2007, of Madison County, Mississippi.

_____, _____
as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, the undersigned Chancery Clerk of Madison County, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said County pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Madison County, Mississippi, rendered on the ____ day of _____,

President's Initials: _____

Date Signed: _____

2007.

Chancery Clerk

(seal)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, _____,
_____, as Transfer Agent to transfer the said Bond on the records kept for registration
thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner appears upon the face of the within Bond in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

SECTION 7. In case any Bond shall become mutilated or be stolen, destroyed or lost, the County shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the County in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the County or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the County or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 8. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the County, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce

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sums required for the payment of the principal of and the interest on the Bonds. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the County are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 9. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 10. (a) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the County, one Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the County maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 11. (a) Each Bond shall be transferable only in the records of the County, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the County, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

SECTION 12. (a) The County hereby establishes the 2007 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2007 Bond Fund as and when received:

(I) The accrued interest and premium, if any, received upon delivery of the Bonds;

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(ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(iii) Any income received from investment of monies in the 2007 Bond Fund; and

(iv) Any other funds available to the County which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2007 Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2007 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 13. The County hereby establishes the 2007 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the Bonds shall be deposited in the 2007 Construction Fund. Any income received from investment of monies in the 2007 Construction Fund shall be deposited in the 2007 Construction Fund or the 2007 Bond Fund for the payment of debt service on the Bonds during the construction period for the Project. From the 2007 Construction Fund there shall be first paid the costs, fees and expenses incurred by the County in connection with the authorization, issuance, sale, validation and delivery of the Bonds. The balance thereof shall be held and disbursed for the Project, as authorized by the Act. Any amounts which remain in the 2007 Construction Fund after the completion of the Project shall be transferred to the 2007 Bond Fund and used as permitted under State law.

SECTION 14. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the Record Date.

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

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 15. The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 16. The County hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference

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under Section 57(a)(5) of the Code.

SECTION 17. The County hereby covenants as follows:

- (a) The County shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;
- (b) The County shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;
- (c) The County shall take all necessary action to have the Bonds registered within the meaning of Section 149(a) of the Code; and
- (d) The County will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bonds.

SECTION 18. The County hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code ("Rebate") in the manner described in Regulation §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds. In accordance therewith, the County shall:

- (a) Within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year" (which shall be the five-year period ending on the date five years subsequent to the date of the closing, unless another date is selected by the Board of Supervisors of the County, and each succeeding fifth "bond year"), and within sixty (60) days of the date the last bond that is part of the Bonds is discharged the County shall (I) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the County, of "gross proceeds" of the Bonds, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year": (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the County of gross proceeds of the Bonds and © any other information required to comply with Section 148 of the Code.
- (b) The County shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the Bonds and each expenditure it makes with "gross proceeds". Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property".

SECTION 19. The County will not designate the Bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code.

SECTION 20. The County hereby agrees for the benefit of the holders and beneficial owners of the Bonds for so long as it remains obligated to advance funds to pay the Bonds to provide certain updated financial information and operating data annually, and timely notice of specified material events, to certain information vendors as set forth in this Section. This information will be available to securities brokers and others who subscribe to receive the information from the vendors.

The County will provide certain updated financial information and operating data to

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certain information vendors annually. The information to be updated includes all quantitative financial information and operating data with respect to the County of the general type included in the Official Statement in APPENDIX A under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION" and "DEBT INFORMATION" and other financial information set forth in APPENDICES C and D of the Official Statement.

The County will update and provide this information within six months after the end of each fiscal year of the County ending in or after 2007. The County will provide the updated information to each nationally recognized municipal securities information repository ("NRMSIR") and to any state information depository ("SID") that is designated by the State of Mississippi and approved by the staff of the United States Securities and Exchange Commission (the "SEC").

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

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

Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the Chancery Clerk, Madison County, 146 West Center Street, Canton, Mississippi 39046 Telephone Number (601) 859-1177.

The County will also provide timely notices of certain events to certain information vendors. The County will provide notice of any of the following events with respect to the Bonds, if such event is material to a decision to purchase or sell Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions or events affecting the tax-exempt status of the Bonds; (7) modifications to rights of holders of the Bonds; (8) Bond calls; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds; and (11) rating changes. Neither the Bonds nor this Bond Resolution makes any provisions for debt service reserves. In addition, the County will provide timely notice of any failure by the County to provide information, data, or financial statements in accordance with its agreement described above under paragraph 2, 3 and 4 of this Section. The County will provide each notice described in this paragraph to any SID and to either each NRMSIR or the Municipal Securities Rulemaking Board ("MSRB").

The County has agreed to provide the foregoing information to NRMSIRs or the MSRB and any SID. The information will be available to holders of Bonds only if the holders comply with the procedures and pay the charges established by such information vendors or obtain the information through securities brokers who do so.

The County has agreed to update information and to provide notices of material events only as described in this Section. The County has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described herein. The County makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The County

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disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the County to comply with its agreement.

The County may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the County, (2) the agreement, as amended, would have complied with SEC Rule 15c2-12 at the date of sale of the Bonds, taking into account any amendments or interpretations of the SEC Rule 15c2-12 as well as any change in circumstance, and (3) the County receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the holders and beneficial owners of the Bonds. If any such amendment is made, the County will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

SECTION 21. The Bonds shall be offered for sale on sealed bids at a meeting of the Governing Body to be held at the place, and on the date and at the hour specified and upon the terms and conditions set out in the Notice in Section 22 hereof. On or before said date and hour, such sealed bids must be filed with the Clerk at the place specified in the Notice. The Governing Body reserves the right to reject any and all bids submitted, and if all bids are rejected, to sell the Bonds at a private sale at any time within sixty (60) days after the date advertised for the receipt of bids, at a price not less than the highest bid which shall have been received at the advertised sale.

SECTION 22. As required by Section 31-19-25, Mississippi Code of 1972, as amended, the Clerk is hereby authorized and directed to give Notice by publishing an advertisement at least two (2) times in The Madison County Herald, a newspaper published in and of general circulation in the County, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the following form:

NOTICE OF BOND SALE

\$12,000,000

GENERAL OBLIGATION ROAD AND BRIDGE BONDS

SERIES 2007

OF

MADISON COUNTY, MISSISSIPPI

Sealed proposals will be received by the Board of Supervisors of Madison County, Mississippi (the "Governing Body" of the "County"), in its meeting place in the Courthouse of the County in Canton, Mississippi until the hour of 2:00 o'clock p.m. on the 23rd day of April, 2007, at which time said bids will be publicly opened and read, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Twelve Million Dollars (\$12,000,000) principal amount General Obligation Road and Bridge Bonds, Series 2007, of the County (the "Bonds").

(a) The Bonds will be dated the date of delivery thereof, will be delivered in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity, will be numbered from one upward; will be issued in fully registered form; and will bear interest from the date thereof at the rate or rates offered by the successful bidder in its bid, payable on May 1 and November 1 in each year (each an "Interest Payment

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Date"), commencing May 1, 2008. The Bonds will mature serially on May 1 in each year and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2008	\$380,000	2018	\$595,000
2009	400,000	2019	620,000
2010	415,000	2020	650,000
2011	435,000	2021	680,000
2012	455,000	2022	710,000
2013	480,000	2023	740,000
2014	500,000	2024	775,000
2015	520,000	2025	810,000
2016	545,000	2026	845,000
2017	570,000	2027	875,000

Bonds maturing on May 1, 2018 and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole at any time on or after May 1, 2017, or in part, in inverse order of maturity and by lot within a maturity on May 1, 2017, or on any Interest Payment Date thereafter.

The County will appoint the Paying and Transfer Agent for the Bonds after receiving the recommendation of the successful bidder subject to the following conditions. The Paying and Transfer Agent shall be a bank or trust company located within the State of Mississippi. The Paying Agent and/or Transfer Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued.

The successful bidder must deliver to the Transfer Agent within thirty (30) days of the date of sale, or at such other later date as may be designated by the County, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information to the Transfer Agent by the required time, one bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder.

Both principal of and interest on the Bonds will be payable by check or draft mailed on the Interest Payment Date to Registered Owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the County maintained by the Transfer Agent. Payment of principal at maturity shall be conditioned on the presentation and surrender of the Bonds at the principal office of the Transfer Agent.

The Bonds will be transferable only upon the records of the County maintained by the Transfer Agent.

The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, and shall mature in the amounts and on the dates hereinabove set forth; no Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate or rates specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity. The lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified; each interest rate specified must be an even multiple of one-eighth of one percent (1/8 of 1%) or one tenth of one percent (1/10 of 1%) and a zero rate cannot be named. The interest rate for any one maturity shall not exceed eleven percent (11%) per annum.

The Bonds will be general obligations of the County payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon the taxable property within the

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geographical limits of the County. The County will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

The County has applied for bidder's option bond insurance. Bidders should directly contact Steve Pittman, representing Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor to the County, Phone Number 601-982-0005, for further information prior to the sale date.

The County will not designate the Bonds as qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

Proposals should be addressed to the Board of Supervisors and should be plainly marked "Proposal for General Obligation Road and Bridge Bonds, Series 2007, of Madison County, Mississippi," and should be filed with the Clerk of the County on or prior to the date and hour hereinabove named.

Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to Madison County, Mississippi, in the amount of Two Hundred Forty Thousand Dollars (\$240,000) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the County as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. All proposals shall remain firm for three hours after the time specified for the opening of proposals and an award of the Bonds, or rejection of proposals, will be made by the County within said period of time.

The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the County. The net interest cost will be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each proposal be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the proposal.

The Governing Body reserves the right to reject any and all bids submitted and to waive any irregularity or informality.

The obligation of the purchaser to purchase and pay for the Bonds is conditioned on the delivery, at the time of settlement of the Bonds, of the following: (1) the approving legal opinion of Butler, Snow, O'Mara Stevens & Cannada, PLLC, the Bond Counsel, to the effect that the Bonds constitute valid and legally binding obligations of the County payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County and to the effect that the interest on the Bonds is exempt from Federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986; and (2) the delivery of certificates in form and tenor satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the County, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds. A copy of said approving legal opinion will appear on or accompany the Bonds.

It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase

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contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the County; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

The County has covenanted in its Bond Resolution that under SEC Rule 15c2-12, the County will deliver or cause to be delivered annually, commencing with the fiscal year of the County ending after January 1, 2007, to each "nationally recognized municipal securities information repository," within the meaning of SEC Rule 15c2-12, and certain other entities described in SEC Rule 15c2-12 (said repositories and other entities are collectively referred to as the "Repositories"), (i) annual financial information and operating data relating to the County, including audited financial statements of the County and (ii) notice of certain events, if any, relating to the Bonds and the County, if the County deems such events to be material, as set forth in SEC Rule 15c2-12. Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the Chancery Clerk, Madison County Courthouse, 146 West Center Street, Canton, Mississippi 39046, Telephone Number: (601) 859-1177.

The Preliminary Official Statement, dated March 26, 2007, has been "deemed final" as of such date by the County with permitted omissions, subject to change without notice and to completion or modification in a final Official Statement (the "Official Statement"). The County will make available to the successful bidder a reasonable number of Official Statements within seven (7) business days (excluding Saturdays, Sundays and national holidays) of the award of the Bonds. The successful bidder shall conform to the requirements of SEC Rule 15c2-12, including an obligation, if any, to update the Official Statement and shall bear all costs relating thereto. During the period from the delivery of the Official Statement to and including the date which is twenty-five (25) days following the end of the underwriting period for the Bonds (as described below) the County shall notify the successful bidder if any event of which it has knowledge shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The successful bidder shall file the Official Statement with a nationally recognized municipal securities information repository (a "Repository") at the earliest practicable date after the date of delivery of the Bonds. The end of the underwriting period shall mean the earlier of

(a) the date of the Closing unless the County has been notified in writing to the contrary by the Representative of the successful bidder on or prior to such date, or (b) the date on which the "end of the underwriting period" for the Bonds has occurred under SEC Rule 15c2-12. The successful bidder shall notify the County of the date which is the "end of the underwriting period" within the meaning of the SEC Rule 15c2-12.

For additional information concerning the sale and issuance of the Bonds, please contact the Chancery Clerk of the County or Thad W. Varner, Esquire, Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, Bond Counsel, at (601) 985-4518.

By order of the Board of Supervisors of Madison County, Mississippi, on March 26, 2007.

CLERK, BOARD OF SUPERVISORS

PUBLISH: April 12 and 19, 2007.

SECTION 23. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date aforesaid.

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 21 of 29 (03/26/07)

SECTION 24. Each of the following constitutes an event of default under this Bond Resolution:

(a) failure by the County to pay any installment of principal of or interest on any Bond at the time required;

(b) failure by the County to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the County by Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds: or

(c) an Act of Bankruptcy occurs.

SECTION 25. The President, the Clerk and the other Authorized Officers of the County are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents as may be necessary to effectuate the purposes of this Bond Resolution.

SECTION 26. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Following the reading of the foregoing Bond Resolution, Supervisor Douglas L. Jones seconded the motion to adopt the forgoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Doug Jones	voted: Aye
Supervisor Tim Johnson	voted: Aye
Supervisor Andy Taggart	voted: Aye
Supervisor Karl Banks	voted: Aye
Supervisor Paul Griffin	voted: Aye

The motion having received the affirmative vote of a majority of the members present, the President of the Board declared the motion carried and the Bond Resolution adopted this the 26th day of March, 2007.

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

CLERK, BOARD OF SUPERVISORS

(SEAL)

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 22 of 29 (03/26/07)

In re: Consideration of Resolution Authorizing and Ratifying the Signing and Distribution of a Preliminary Official Statement for the Sale of Twelve Million Dollars (\$12,000,000) General Road and Bridge Bonds, Series 2007

The Board of Supervisors of Madison County, Mississippi (the "County"), acting for and on behalf of Madison County, Mississippi, took up for further consideration the matter of the issuance of General Obligation Road and Bridge Bonds, Series 2007, of Madison County, Mississippi in the maximum principal amount of Twelve Million Dollars (\$12,000,000). After discussion of the subject, Supervisor Tim Johnson offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING AND RATIFYING THE SIGNING AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE SALE OF TWELVE MILLION DOLLARS (\$12,000,000) GENERAL OBLIGATION ROAD AND BRIDGE BONDS, SERIES 2007, OF MADISON COUNTY, MISSISSIPPI.

WHEREAS, the Board of Supervisors (the "Governing Body") of Madison County, Mississippi (the "County"), acting for and on behalf of Madison County, Mississippi, are receiving bids until the hour of 2:00 o'clock p.m. on the 23rd day of April, 2007, for the sale of Twelve Million Dollars (\$12,000,000) General Obligation Road and Bridge Bonds, Series 2007, of Madison County, Mississippi, dated May 1, 2007; and

WHEREAS, it is necessary to approve the Preliminary Official Statement for the Bonds and the distribution thereof to prospective purchasers of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Madison County, Mississippi, acting for and on behalf of Madison County, Mississippi, as follows:

SECTION 1. That the County hereby certifies that it is in compliance with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule") in connection with all applicable bond issues sold, issued and delivered by the County since July 1, 1995 and authorizes the President and Clerk of the Governing Body to execute the Certificate of the Board of Supervisors of Madison County, Mississippi attached hereto as EXHIBIT A in connection with the disclosure requirements regarding the distribution of the above referenced Preliminary Official Statement to prospective purchasers of the Bonds.

SECTION 2. That the Governing Body of the County hereby approves, adopts and ratifies the Preliminary Official Statement for the sale of the Bonds in the form attached hereto as EXHIBIT B, and hereby authorizes the Board of Supervisors to sign a Preliminary Official Statement in substantially the same form for and on behalf of said Governing Body.

SECTION 3. The County deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) (the "Rule") for the purposes of such Rule.

SECTION 4. That the distribution of copies of said Preliminary Official Statement to prospective purchasers of the Bonds is hereby authorized and ratified.

SECTION 5. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 6. For cause, this resolution shall become effective immediately upon the adoption thereof.

Supervisor Douglas L. Jones seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 23 of 29 (03/26/07)

Supervisor Doug Jones	voted: Aye
Supervisor Tim Johnson	voted: Aye
Supervisor Andy Taggart	voted: Aye
Supervisor Karl Banks	voted: Aye
Supervisor Paul Griffin	voted: Aye

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body declared the motion carried and the resolution adopted, on this the 26th day of March, 2007.

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

CLERK, BOARD OF SUPERVISORS

(SEAL)

EXHIBIT A TO THIS RESOLUTION
 (which may be found in the Miscellaneous Appendix to these Minutes)
 CERTIFICATE OF THE BOARD OF SUPERVISORS OF
 MADISON COUNTY, MISSISSIPPI

EXHIBIT B TO THIS RESOLUTION
 (which may be found in the Miscellaneous Appendix to these Minutes)
 FORM OF PRELIMINARY OFFICIAL STATEMENT

In re: Approval of Change Order No. 1 - Park Place Boulevard Project

WHEREAS, Mr. John Granberry on behalf of County Engineer Rudy Warnock appeared before the Board and presented Change Order No. 1 pertaining to the Park Place Boulevard Project submitted by Southern Rock, LLC to add an additional barrel for the conveyance of storm water through box culvert and to add additional soil for the asphalt structure above 100 year flood plain and to remove certain pavement, all at a cost of an additional \$174,383.43, a true and correct copy of which change order may be found in the Miscellaneous Appendix to these Minutes,

Following discussion, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to approve said Change Order No. 1, a true and correct copy of which is attached hereto as Exhibit A, spread hereupon and incorporated herein by reference and authorize the payment of the sums set forth therein. The vote on the matter being as follows:

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

the matter carried unanimously and said Change Order No. 14 was and is hereby approved and the Chancery Clerk was and is authorized to issue a pay warrant accordingly.

President's Initials: _____

Date Signed: _____

SO ORDERED this the 26th day of March, 2007.

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

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

<u>Date</u>	<u>Work Order</u>	<u>Address</u>
3/6/2007	4203	Robinson Road
3/13/2007	4254	816 Permenter Road
3/14/2007	4260	779 North Old Canton Road
3/16/2007	4279	1137 Old Jackson Road
3/16/2007	4282	660 Lake Cavalier Road
3/19/2007	4294	113 Munich Drive
3/19/2007	4302	167 Hickory Road
3/19/2007	4305	174 Virgin Mary Road

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

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

Following discussion, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to approve the installation of said culverts at the locations set forth above. The vote on the matter being as follows:

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

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

SO ORDERED this the 26th day of March, 2007.

In re: Repair of Cedar Hill Road Between Gus Green Road and State Highway 463

WHEREAS, County Road Manager Lawrence Morris did appear before the Board and reported on the dangerous condition of Cedar Hill Road between Gus Green Road and State Highway 463, and

WHEREAS, Mr. Morris stated that engineering services were needed as to said road with regard to grading, elevation and sight distance in order to improve safety on said road,

Following discussion, Mr. Karl M. Banks did offer and Mr. Douglas L. Jones did second a motion to authorize and direct County Engineer Rudy Warnock to prepare all plats and descriptions necessary to assist the County Road Department in the repair and improvements to said road. The vote on the matter being as follows:

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 25 of 29 (03/26/07)

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 County Engineer was and is hereby so authorized and directed.

SO ORDERED this the 26th day of March, 2007.

In re: Resurfacing of Yandell, Old Yazoo City and Lottville Roads

Following discussion, Mr. Douglas L. Jones did offer and Mr. Karl M. Banks did second a motion to authorize and direct the County Road Department to resurface the following county roads in the following order during the current construction season:

- (1) Yandell Road from Old Canton Road to U. S. Highway 51;
- (2) Old Yazoo City Road from the end of the current state aid maintenance to its intersection with Heindl Road;
- (3) Lottville Road from State Highway 16 to Sulfur Springs Road.

The vote on the matter being as follows:

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

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

SO ORDERED this the 26th day of March, 2007.

In re: Addition of Martin Road to Four Year County Road Plan

Following discussion, Mr. Paul Griffin did offer and Mr. Tim Johnson did second a motion to add Martin Road to the County's current Four Year Road Plan and to the unfunded projects list thereof. The vote on the matter being as follows:

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

the matter carried unanimously and Martin Road was and is hereby added to the county's current Four Year Road Plan previously adopted.

SO ORDERED this the 26th day of March, 2007.

President's Initials: _____

Date Signed: _____

In re: Consideration of Certain Budget Amendments

WHEREAS, County Comptroller Mark Houston did appear before the Board and requested the Board’s consideration of certain amendments to the current year budget of the county as set forth in that certain document entitled “Madison County Budget Amendments March 26, 2007,” a true and correct copy of which is attached hereto as Exhibit B, spread hereupon and incorporated herein by reference,

Following discussion, Mr. Tim Johnson did offer and Mr. Karl M. Banks did second a motion to approved said budget amendments. The vote on the matter being as follows:

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

the matter carried unanimously and said budget amendments were and are hereby approved.

SO ORDERED this the 26th day of March, 2007.

In re: Consideration and Approval of Madison County’s Emergency Management Assistance Program (EMAP) Grant Application for Fiscal Year 2007

WHEREAS, Emergency Management, E-911 and Homeland Security Director Butch Hammack did appear before the Board and presented the county’s Emergency Management Assistance Program (EMAP) grant application for FY 2007, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, and

WHEREAS, Mr. Hammack requested the Board’s review and approval thereof,

Following discussion, Mr. Tim Johnson did offer and Mr. Paul Griffin did second a motion to authorize and approve said application and direct Mr. Hammack to timely submit the same to the Mississippi Emergency Management Agency upon the execution thereof by the Board President. 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 grant application was and is hereby approved.

SO ORDERED this the 26th day of March, 2007.

In re: Erosion of Dam at Annandale Golf Course

WHEREAS, Emergency Management, E-911 and Homeland Security Director Butch Hammack did appear before the Board and reported with respect to a call received by his office on February 19, 2007 concerning erosion to the dam at the Annandale Golf Course, and

WHEREAS, Mr. Hammack reported that his investigation and that of representatives of the Mississippi Department of Environmental Quality revealed that such erosion did not threaten the county roadway or the county right of way thereto and that, thus, the problem was not a

President’s Initials: _____

Date Signed: _____

county problem,

Following discussion, Mr. Paul Griffin did offer and Mr. Douglas L. Jones did second a motion to acknowledge receipt of correspondence dated March 21, 2007 from Mr. Hammack to the Board President outlining his report and conclusions with respect to the dam erosion. 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 correspondence was and is hereby acknowledged.

SO ORDERED this the 26th day of March, 2007.

In re: Approval of Memorandum of Understanding Between the Parkway East Public Improvement District and Madison County

WHEREAS, Eric Hamer, Esq. of the firm of Danks, Miller and Hamer did appear before the Board and presented a proposed Memorandum of Understanding Between the Parkway East Public Improvement District and Madison County concerning the county's agreement to reimburse said District for certain costs incurred by it associated with the realignment of Parkway East Boulevard so as to allow for the construction of an interchange with Reunion Boulevard and Interstate 55, and

WHEREAS, a true and correct copy of said Memorandum of Understanding is attached hereto as Exhibit C, spread hereupon and incorporated herein by reference,

Following discussion, Mr. Karl M. Banks did offer and Mr. Paul Griffin did second a motion to adopt and approve said Memorandum of Understanding with certain typographical and editorial corrections which have been made. The vote on the matter being as follows:

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

the matter carried by a majority vote (3-2) of the Board and said Memorandum of Understanding was and is hereby approved.

SO ORDERED this the 26th day of March, 2007.

In re: Establishment of Just Compensation - Park Place Boulevard Project Right of Way

WHEREAS, Mr. Woody Sample of Sample & Associates, the county's right of way acquisition agent with respect to the Park Place Boulevard project, did appear before the Board and recommended that the Board authorize and direct the Board President to establish just compensation for the parcels described in that certain document entitled "Establishment of Just Compensation," a true and correct copy of which is attached hereto as Exhibit D, spread hereupon and incorporated herein by reference based upon final appraised values as noted thereon

President's Initials: _____

Date Signed: _____

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Following discussion, Mr. Andy Taggart did offer and Mr. Tim Johnson did second a motion to authorize and direct the Board President to establish just compensation for the parcels described in the aforesaid Exhibit based upon final appraised values as noted therein. The vote on the matter being as follows:

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

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

SO ORDERED this the 26th day of March, 2007.

THERE BEING NO FURTHER BUSINESS to come before the Board of Supervisors of Madison County, Mississippi, upon motion duly made by Supervisor Douglas L. Jones and seconded by Supervisor Paul Griffin and approved by the unanimous vote of those present, the meeting of the Board of Supervisors of Madison County, Mississippi for the March, 2007 term was adjourned.

Andy Taggart, President
Madison County Board of Supervisors

Date signed: _____

ATTEST:

Arthur Johnston, Chancery Clerk

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 29 of 29 (03/26/07)

CONTRACT CHANGE ORDER

CHANGE ORDER NUMBER: 001
 AGREEMENT DATE: March 22, 2007

CONTRACT DESCRIPTION:

Additional barrel required for conveyance of storm water through box culvert for 100-yr storm event. Additional soil required to allow for asphalt structure above 100-yr flood event and to tie into existing school access road. Removal 2" asphalt pavement until Park Place development builds out.

OWNER:
 MADISON COUNTY

CONTRACTOR:
 SOUTHERN ROCK, LLC

The following changes will be made in the CONTRACT TIME:

Current Contract Time:	200	Calendar Days
Change in Contract Time:	45	Calendar Days
Adjusted Contract Time:	245	Calendar Days

The following changes will be made in the CONTRACT AMOUNT:

Current Contract Amount:	\$1,937,933.68
Change in Contract Amount:	\$174,383.43
Adjusted Contract Amount:	\$2,112,317.11

The change in the Contract Amount is based on the itemized attachment hereto.

ENGINEER'S RECOMMENDATION

I, the undersigned ENGINEER, do hereby recommend approval of this CHANGE ORDER to the Construction Agreement for the above named Contract. This recommendation is based on the attached UNIT PRICE SCHEDULE and/or CHANGE ORDER JUSTIFICATION for each of the changes proposed.

Warrock and Associates, LLC

By: 

Date: 3/23/07

CONTRACTOR'S ACCEPTANCE

I, the undersigned duly authorized representative of the above named CONTRACTOR, do hereby accept this CHANGE ORDER to the Construction Agreement and further agree that no other provision of the Contract Documents shall be altered or amended except as herein provided.

WITNESS MY SIGNATURE this

the _____ day of _____, 20____

By: 

Date: 3/23/07

OWNER'S APPROVAL

I, the undersigned duly authorized representative of the above named OWNER, do hereby approve this CHANGE ORDER to the Construction Agreement was approved by the Board of Supervisors on the 26 day of March, 2007 and further acknowledge that no other provision of the Contract Documents shall be altered or amended except as herein provided.

WITNESS MY SIGNATURE this

the 26 day of March, 2007.

By: 

Date: 3/26/07



Change Order Number

Agreement Date

3/22/2007

Contract Description:

Additional barrel required for conveyance of storm water through box culvert for 100-yr storm event. Additional soil required to allow for asphalt structure above 100-yr flood event. and to tie into existing school access road. Removal 2" asphalt pavement until Park Place development builds out.

Owner

Madison County

Contractor

Southern Rock, LLC

Current Contract Time

200.00

Change in Contract Time

45.00

Adjusted Contract Time

245.00

Adjusted Contract Completion Date

245.00

Current Contract Amount

\$ 1,937,933.68

Change in Contract Amount

\$ 174,383.43

Adjusted Contract Amount

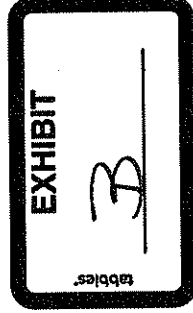
\$ 2,112,317.11

Change Order

Item No.	Description	Original Quantity	Adjusted Quantity	Change in Quantity	Unit	Unit Price	Amount
11	Borrow Excavation(Class 7-8)(Contractor Furnished) (LVM)	20,533.0	35,533.0	15,000.0	CY	\$ 9.00	\$ 135,000.00
16	Bituminous Base Course (BB-1)	7,086.0	4,724.0	(2,362.0)	TN	\$ 56.61	\$ (133,712.82)
17	Structural Conrete(3000 PSI)	0.0	(233.0)	(233.0)	CY	\$ 975.00	\$ (227,175.00)
17-A	Structural Conrete(3000 PSI) (Rev. Unit Price)	0.0	408.0	408.0	CY	\$ 930.00	\$ 379,440.00
18	Reinforcing Steel(ASTM A-615)	32,934.0	60,709.0	27,775.0	LBS	\$ 0.75	\$ 20,831.25
Total Increase in Contract Amount.....							\$ 174,383.43

**MADISON COUNTY
BUDGET AMENDMENTS
March 26, 2007**

<u>General Fund:</u>	Change	Original Budget	New Budget
001-100-956 Refunds	+100,000	75,000	175,000
001-152-919 Machinery	- 3,000	50,000	47,000
001-152-603 Office Supplies	+ 3,000	1,000	4,000
001-154-610 Professional Supplies	- 125	500	375
001-154-919 Machinery	+ 125	-0-	125
001-161-543 Equipment Repair	+ 2,000	-0-	2,000
001-200-919 Machinery	+ 25,000	-0-	25,000



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the Agreement") is made by and among Parkway East, A Public Improvement District, a body politic, hereinafter referred to as "Parkway", and Madison County Board of Supervisors, a body politic, hereinafter referred to as "Madison County", together with its successors and assigns as outlined under this Agreement.

WHEREAS, Madison County is in the process of planning, developing and implementing a road program known as "Reunion Parkway" which originates at State Highway 463 and travels easterly to Bozeman Road, intersects U.S. Interstate 55, intersects Parkway East Boulevard and terminates at U.S. Highway 51, north of Madison, Mississippi, and that roadway has been designated as the "Reunion Parkway" and has been developed in the best interest of the future transportation needs of middle and north Madison County; and,

WHEREAS, Parkway, for some two years, has been in the process of developing, financing and constructing a north/south boulevard that connects with a similar boulevard that originates at State Highway 463 in the City of Madison, Mississippi, and traverses north to Gluckstadt, Mississippi, through property owned by landowners who are members of Parkway and who have agreed to assessments which, in turn, would pay off bonds which have been issued to construct the Parkway East Boulevard, with construction contemplated to be completed during the year 2007; and,



WHEREAS, Reunion Parkway constructed by Madison County intersects with Parkway East Boulevard and requires the construction of an interchange on I-55 North, and certain agreements and changes to the Parkway East Boulevard are required to facilitate the construction and completion of Reunion Parkway within the time frame of 2007 and 2008.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained, the parties hereto agree as follows:

1. Parkway and Madison County have agreed to plans, maps and specifications prepared by McMaster & Associates and Warnock & Associates representing Parkway and Madison County, respectively, as to the location of the interchange on I-55 North and as to the existing location of Parkway East Boulevard and distance of the relocation required of Parkway East Boulevard to accommodate the interchange to be constructed by Madison County and; further, the parties hereto have agreed as to the location of an intersection to be constructed by Parkway on Parkway East Boulevard to facilitate and to coordinate with the construction of the interchange on I-55 North and the East-West alignment of Reunion Parkway; and, further, the parties hereto have agreed to the east/west alignment of Reunion Parkway from the interchange located on I-55 North going east to the railroad across the property of Dudley Bozeman, a member of Parkway and a cooperating and contributing landowner to Parkway East and Madison County. This interchange, intersection, and east/west route of Reunion Parkway, east of I-55 North, and west of

Highway 51 North, is described in Exhibit "A" attached hereto and incorporated herein by reference.

2. Madison County does hereby agree to reimburse and pay Parkway for the relocation of Parkway East Boulevard as required and necessitated by the construction of the interchange on I-55 North, along with the cost of the construction of the intersection on Parkway East Boulevard which is required to accommodate the interchange on I-55 North and the east/west crossing of Parkway East Boulevard by Reunion Parkway, and these costs and expenses shall include any and all direct and indirect costs for the plans, specifications, modifications and actual construction of the relocation and intersection contemplated herein which shall be accomplished by Parkway by negotiating a change order with Yates Construction Company, who has the basic underlying contract for the construction of Parkway East Boulevard and that Parkway shall move forward to amend the plans for Parkway East Boulevard and to prepare the plans and specifications for the intersection on Parkway East Boulevard and accomplish the change order and authorize further construction as described herein at the earliest possible date. The parties hereto acknowledge that additional plans and modifications should take approximately sixty (60) days from the date that this Agreement is approved and that said construction of the intersection and realignment of Parkway East Boulevard should commence soon thereafter. The current estimate for the realignment of Parkway East Boulevard is approximately \$1,800,000.00. Madison County specifically agrees to reimburse Parkway for the relocation of Parkway East Boulevard up to the amount of \$1,800,000.00, plus up to

an additional 10% of \$1,800,000.00 for unforeseen costs. If the cost of relocating exceed these amounts expressed herein, then Parkway agrees to pay any additional costs.

3. Parkway, after negotiating and verifying a Change Order for the relocation of Parkway East Boulevard and the construction of the intersection contemplated hereinabove, shall make that Change Order available to Madison County for review and approval by the County Engineer, as well as Madison County prior to the execution thereof for the approval of the cost thereof which Madison County agrees to reimburse Parkway. Any and all additional indirect and direct expenses incurred by Parkway herein shall first be presented and approved by Parkway East Board of Directors, approved by the engineer for Parkway East, engineer for Madison County, and the Madison County Board of Supervisors, and reimbursement to Parkway shall be done immediately thereafter by Madison County.

4. Madison County has a Memorandum of Understanding with the Mississippi Department of Transportation, a copy of which is attached hereto and marked Exhibit "B". It is understood by the parties hereto that this Agreement and any other Agreement executed by and between Madison County and Parkway need to be consistent with the overall Memorandum of Understanding by and between MDOT and Madison County. All work in regard to the realignment of Parkway East Boulevard and intersection contemplated herein, shall be consistent with good engineering standards and approval by any federal and state agencies required to review and approve such plans, specifications, and construction.

5. The parties hereto acknowledge that after Parkway East Boulevard is constructed, along with the intersection contemplated herein, any other right-of-way obtained by Parkway on behalf of Madison County needed in the construction or extension of Reunion Parkway will be assigned and accepted by Madison County for the construction, completion and use of Reunion Parkway and Parkway East Boulevard. The map of the entire project relative to Parkway East Boulevard is attached hereto and marked as Exhibit "C" and incorporated herein by reference.

6. Individuals executing this instrument on behalf of the parties hereto represent that each has been duly authorized so to do by appropriate action taken by their respective Boards.

7. This Agreement shall be governed by the laws of the State of Mississippi. Any and all disputes under or in any way concerning this Agreement (whether based upon contract, tort or otherwise) or the actions or failures to act of one or more of the parties in the negotiating, administration, performance or enforcement hereof, shall be submitted to binding arbitration in Madison County, Mississippi, under the Rules of the American Arbitration Association concerning commercial disputes, and the parties agree to be bound by any decision reached under such rules. Venue for any legal action arising for disagreements shall be Madison County, Mississippi.

8. The parties hereto acknowledge that other Memoranda of Understanding must be reached with other landowners in the area to obtain necessary right-of-way and other considerations in order for the Reunion Parkway project to move forward. If Madison

County is unable to reach agreements with these other landowners, then upon fifteen (15) days notice to Parkway, this Agreement shall be null and void.

9. Parkway does hereby waive property rights in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and all additional rights and privileges pursuant to Public Law 91-646 and under the "Real Property Acquisition Policies Law", plus any rights and privileges under the "Relocation Assistance Law" and Sections 43-37-1 et seq., and Sections 43-39-1 et seq. of the Mississippi Code Annotated (1972).

9. If it becomes necessary to insure the performance of the conditions of this Agreement to employ an attorney and incur expenses of litigation, then the defaulting party shall pay reasonable attorney fees and court costs therewith.

WHEREFORE, the parties hereto have executed this Agreement as of the date their respective signatures were properly notarized.

PARKWAY EAST, A PUBLIC
IMPROVEMENT DISTRICT

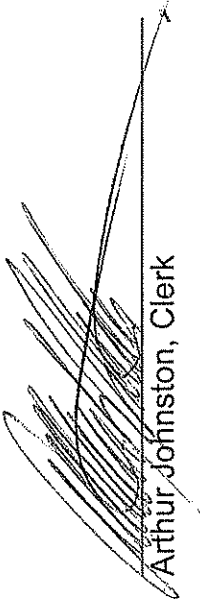
By: James A. Lowe, III, President of the Board

MADISON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

By: 

Andy Taggart, President of the Board

ATTEST:

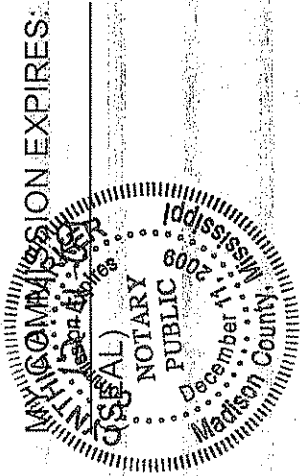

Arthur Johnston, Clerk

of Supervisors

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 2 day of April, 2007, within my jurisdiction, the within named Andy Taggart and Arthur Johnston, who acknowledged that they are the President and Clerk, respectively, of the Board of Supervisors of Madison County, Mississippi, and that for and on behalf of said County and as its act and deed, they executed the above and foregoing instrument in their respective capacities, after first having been duly authorized by the Board of Supervisors of Madison County so to do.


NOTARY PUBLIC



PARKWAY EAST, a Public Improvement
District

By: _____

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 2007, within my jurisdiction, the within named James A. Lowe, III, who acknowledged that he is the President of the Board of Parkway East, A Public Improvement District, and as such, he was duly authorized and directed to execute the above and foregoing instrument.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)

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30,501-2/58,135

ESTABLISHMENT OF JUST COMPENSATION

In accordance with the action taken by the Madison County Board of Supervisors at the March 26, 2007 meeting, just compensation for right of way and temporary easements for the implementation of Park Place Blvd. roadway improvements is established below:

Parcel No.	Owner	Appraisal	Approved
Parcels B,C,D,E	Trustmark National Bank	\$ 142,022.00	\$ 142,022.00
Parcels F,G,H & Temp. Ease.	Dr. Alex Abernathy	\$ 129,010.00	\$ 129,010.00
Parcels I	Keith Allen Brown	\$ 151,693.00	\$ 151,693.00
Uneconomic Remnant	Keith Allen Brown	\$ 37,354.00	\$ 37,354.00*
Parcel K	Keith Allen Brown**	\$ 6,724.00	\$ 6,724.00
Parcel L	Highland Colony Prop.	\$ 20,747.00	\$ 20,747.00

Approved:


President

March 26, 2007

*Uneconomic remnant has been damaged \$ 38,841 and this amount is reflected in the offer for the right of way (\$ 151,693). The County will offer to buy fee simple title to the uneconomic remnant. The appraised value is \$ 76,195.00. If the property owner wants to sell the remnant, the County will pay an additional \$ 37,354 to the property owner. This amount along with the damages totals \$ 76,195.00.

**Mr. Brown has 1/8 interest in property. Other 7/8 interest donated.

