

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

REGULAR MEETING OF JUNE 18, 2007
Recessed from regular meeting conducted on June 4, 2007

BE IT REMEMBERED that the regular meeting of the Board of Supervisors of Madison County, Mississippi was duly convened, held and conducted on June 18, 2007, in the County Law Library located on the second floor of the Madison County Circuit Courthouse in Canton, Mississippi, as follows, to-wit:

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

Present:

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

Absent:

Supervisor Karl Banks

Also in attendance:

County Administrator Donnie Caughman
County Comptroller and Deputy Chancery Clerk Mark Houston
County Engineer Rudy Warnock
County Road Manger Lawrence Morris
E911, Emergency Management and Homeland Security Director Butch Hammack
County Fire Coordinator Mack Pigg
County Zoning Administrator Brad Sellers
County Purchase Clerk Hardy Crunk
Board Secretary and Deputy Chancery Clerk Cynthia Parker
Board Attorney Edmund L. Brunini, Jr.

The President announced that the members of the Board present constituted a quorum and declared the meeting duly convened. Emergency Management and Homeland Security Director Butch Hammack opened the meeting with a prayer and Administrative Assistant to the County Administrator Peggy Runnels 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, the Board President did announce that he and County Administrator Donnie Caughman had conferred in advance of the meeting as to certain matters denominated "Consent Items" which bear Item numbers (1) through (17) on the Agenda and that the same appeared to be routine, non-controversial matters on which all Supervisors were likely to agree, and

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

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

- (1) Approval of Zoning Matter - Catlett Road LLC Petition to Rezone A-1 to R-2 Residential/Catlett Road**

President's Initials: _____

Date Signed: _____

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The action of the Madison County Planning and Zoning Commission granting the request of Catlett Road, LLC to rezone 103.363 acres, more or less, situated near the intersection of Catlett Road and Stribling Road in the South ½ of the SW ¼ of Section 18 and the N ½ of the NW ¼ of Section 19, T8N, R2E from A-1 Agricultural to R-2 Residential was and is hereby approved.

(2) Approval of Zoning Matter - Acadia Properties LLC Petition to Rezone A-1 to R-2 Residential/Catlett Road

The action of the Madison County Planning and Zoning Commission granting the request of Acadia Properties, LLC to rezone 196.82 acres situated in the West ½ of Section 17 and in the East ½ of Section 18, T8N, R2E from A-1 Agricultural to R-2 Residential was and is hereby approved.

(3) Approval of Zoning Matter - Stacy Kelly Petition for Variance Lot D-41 Block D @ Reunion

The action of the Madison County Planning and Zoning Commission taken on May 17, 2007, granting the petition of Stacy Kelley for a variance of the side setback of to Lot D-41 at Reunion was and is hereby acknowledged and approved.

(4) Acceptance of Proposal for Department of Justice Voting Precinct Approval Process -- Spence Flatgard Attorney at Law

The that certain proposal for administration of the Department of Justice Voting Precinct approval process accepted by Spence Flatgard at the rate of \$175.00 per hour, plus incidental expenses was and is hereby approved. A true and correct copy of Mr. Flatgard's letter of notification is included in the Miscellaneous Appendix of these Minutes.

(5) Approval of New Temporary Employee - Road Department

The employment of Fletcher Jefferson at the rate of \$9.50 per hour as a temporary worker and light equipment operator in the Road Department for approximately six (6) months was and is hereby approved.

(6) Acknowledgment of July 4, 2007 Holiday

As handed down on June 6, 2007 by Secretary of State Eric Clark to all officers and employees of the State of Mississippi, at the discretion of the executive head of the department or agency, all county offices shall be and are hereby ordered to close on the fourth day of July, 2007 in observance of Independence Day.

(7) Acknowledgment of State Health Department Jail Inspections

Receipt of that certain Nutrition Evaluation Report, from the Mississippi State Department of Health, which noted no deficiencies or problems in conjunction with the Madison County Detention Facility was and is hereby acknowledged. Receipt of that certain Sanitation Inspection Report, from the Mississippi State Department of Health, which identified minimal correctable deficiencies in environmental sanitation, housekeeping, and food service sanitation in conjunction with the Madison County Detention Facility was and is also hereby acknowledged. True and correct copies of both of which are may be found in the Miscellaneous Appendix to these Minutes.

(8) Acceptance of Modification to Sublease Agreement for Madison County WIN Job Center

The modification to the Sublease Agreement between the Madison County Board of Supervisors and Central Mississippi Planning and Development District for space usage at the Madison

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County WIN Job Center was and is hereby accepted. A true and correct copy of said modification is included in the Miscellaneous Appendix to these Minutes.

(9) Authorization for Beaver Control Assistance Program - Fiscal Year 2008

The County desires to participate in the Mississippi Beaver Assistance Program administered through the Department of Wildlife Services of the U. S. Department of Agriculture as set forth in that certain item of correspondence dated June, 2007, and its enclosures, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes. Accordingly, County Administrator, Donnie Caughman was and is hereby directed to prepare and complete an application and the Chancery Clerk was and is hereby instructed to issue a pay warrant accordingly to cover enrollment fees.

(10) Acknowledgment of Parkway East PID Audit

The Parkway East Public Improvement District audit, received from Montgomery, McGraw & Collins on behalf of the Board of Directors of Parkway East PID was and is hereby acknowledged. A true and correct copy thereof is included in the Miscellaneous Appendix to these Minutes.

(11) Approval of Hauling Contract - Nichols Trucking

As recommended by County Purchase Clerk, the Board hereby approves that certain contract with Nichols Trucking for hauling fill dirt for Canton Equine Facility. A true and correct copy of said contract is attached hereto as Exhibit A, spread hereupon and incorporated herein by reference.

(12) Acceptance of Term Bids with Alternates

The one year term bids and alternates as recommended by County Purchase Clerk Hardy Crunk as per the memorandum dated June 12, 2007, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, were and are hereby awarded as set forth therein.

(13) Approval of Utility Agreements

The following permit 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) Comcast - seeking to install underground CATV cable by means of trenching and boring along Green Glades Street in Bridgewater;
- (2) AT&T - seeking to install fiber along North Old Canton Road to a cell tower on Dave Brown Road;
- (3) AT&T - seeking to place 1288 feet of copper cable along the north side of Twelve Oaks Trace Road to feed Madisonville Estates Subdivision;
- (4) CMU - seeking to bore across King Ranch Road 1050 feet south of Heindl Road to install 18 inch steel casing;
- (5) CMU - seeking to bore 2 inch line and a 4 inch water line from the north side of Virillia Road to the south side of Virillia Road;
- (6) Entergy - seeking to build an overhead electrical utility on both the east and west sides of Goodloe Road for 1800 feet;

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- (7) BellSouth - seeking to place 2 four inch PVC conduits and six handholds to serve various locations on Galleria Parkway with phone service

(14) Authorize Purchase of Copiers on State Contract for Sheriff's Department

Authorization to purchase two Ricoh Aficio digital copiers totaling \$6,465 for the Sheriff's Department on State Contract requested by County Purchase Clerk Hardy Crunk as per the memorandum dated June 12, 2007, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, was and is hereby granted.

(15) Authorization to Delete Certain Surplus Inventory Items

Those items set forth by Inventory Control Clerk Loretta Phillips as per the memorandum dated June 13, 2007, a true and correct copy of which is attached hereto as Exhibit B, spread hereupon and incorporated herein by reference, were and are hereby declared surplus, of no value to the public and are authorized to be destroyed or otherwise disposed of as allowed by law.

(16) Approval for Repair of Certain Aged Records - Chancery Clerk's Department

The repair of certain aged records recommended by Chancery Clerk Arthur Johnston as per memorandum dated June 14, 2007, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, was and is hereby approved, as is that certain contract with Mr. and Mrs. Glen Vest, a true and correct copy of which is attached hereto as Exhibit C, spread hereupon and incorporated herein by reference.

(17) Authorize Purchase of Copier on State Contract for Justice Court

Authorization to purchase a Ricoh Aficio MP 4500 on State Contract at a price of \$9,060.00 for Justice Court requested by County Purchase Clerk Hardy Crunk as per the memorandum dated June 13, 2007, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, was and is hereby approved.

Thereafter, Mr. Douglas L. Jones did offer and Mr. Paul Griffin did second a motion to approve, adopt, and authorize each of the above and foregoing matters, the same being numbered items (1) through (17) 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	Not Present and Not Voting
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 18th day of June, 2007.

***In re: Consideration of Request of Ms. Mary Holiday
for Permission to Place Mobile Home in a Residential District***

WHEREAS, during the period of citizens concerns, Ms. Mary Holiday appeared before the Board and requested permission to place a mobile home on certain property owned by Willisteen Battle in an R-2 District, and

WHEREAS, Ms. Holiday advised that all necessary sewer and water permits had been applied for and would be approved and did further advise that said mobile home was necessary

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due to the fact that her current mobile home was destroyed by fire,

Following discussion, Mr. Paul Griffin did offer and Mr. Tim Johnson did second a motion to (1) grant the request subject to a three (3) year limitation from today's date. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said request was and is hereby granted subject to the limitation aforesaid.

SO ORDERED this the 25th day of June, 2007.

***In re: Consideration of Request of Ms. Justine Barrett
for Permission to Place Mobile Home in a Residential District***

WHEREAS, during the period of citizens concerns, Ms. Justine Barrett appeared before the Board and requested permission to place a mobile home on certain property owned by Aaron King in an R-2 District, and

WHEREAS, Ms. Barrett advised that all necessary sewer and water permits had been applied for and would be approved and did further advise that said mobile home was necessary due to the fact that her current mobile home was destroyed by fire,

Following discussion, Mr. Paul Griffin did offer and Mr. Tim Johnson did second a motion to (1) grant the request subject to a three (3) year limitation from today's date. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said request was and is hereby granted subject to the limitation aforesaid.

SO ORDERED this the 25th day of June, 2007.

***In re: Consideration of Emergency Declaration - Mosquito Control
and Larvacide Distribution***

At the suggestion of County Purchase Clerk Hardy Crunk and Emergency Management, E-911 and Homeland Security Director Butch Hammack, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to adopt and approve that certain "Emergency Declaration West Nile Virus," a true and correct copy of which is attached hereto as Exhibit D, spread hereupon and incorporated herein by reference. The vote on the matter being as follows:

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

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Supervisor Karl M. Banks
Supervisor Paul Griffin

Not Present and Not Voting
Aye

the matter carried by the unanimous vote of those present and said Declaration was and is hereby adopted and approved.

SO ORDERED this the 18th day of June, 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 a certain work orders pertaining to the installation of a culvert along public rights of way and not on private property at the following locations:

<u>Date</u>	<u>Work Order</u>	<u>Address</u>	<u>REASON</u>
5/29/2007	4875	380 Tithelo Drive	Protection of ROW
6/4/2007	4940	382 Summerlin Road	Protection of ROW
6/12/2007	5016	Old Natchez Trace	Protection of ROW

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

WHEREAS, the Board hereby finds that the installation of such culverts are 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 on the date and at the location listed above,

Following discussion, Mr. Paul Griffin did offer and Mr. Tim Johnson did second a motion to approve the installation of a culvert on the date and at the location 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by a majority vote (3-1) of the Board and said culvert installation request was and is hereby approved.

SO ORDERED this the 18th day of June, 2007.

In re: Consideration of School Bus Turn Around List

WHEREAS, County Road Manager Lawrence Morris did appear before the Board and presented his recommendation as per memorandum dated June 6, 2007 seeking the approval of school bus turn around designations for the 2007-2008 school year at the addresses and locations set forth on the Madison County School District Bus Turn-round List for 2006-2007, less and except certain locations referenced in his memorandum, a true and correct copy of all of which is attached hereto as Exhibit F, spread hereupon, and incorporated herein by reference,

Following discussion, Mr. Paul Griffin did offer and the Mr. Tim Johnson did second a motion to authorize and approve the aforesaid school bus turnarounds, less and except the locations as set in above mentioned memorandum. The vote on the matter being as follows:

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Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said school bus turnarounds were and are hereby approved.

SO ORDERED this the 18th day of June, 2007.

In re: Request for 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 Proposed Budget Amendments June 18, 2007,” a true and correct copy of which is attached hereto as Exhibit G, spread hereupon and incorporated herein by reference.

Following discussion, Mr. Paul Griffin did offer and Mr. Andy Taggart did second a motion to approve 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said school budget amendments were and are hereby approved and adopted.

SO ORDERED this the 18th day of June, 2007.

In re: Consideration of Claims Docket for June 18, 2007

WHEREAS, the Board reviewed the claims docket for June 18, 2007, and

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

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

Fund	Claim Nos.	No. of Claims	Amount
001	2739 to 2816, 2818 to 2847	108	347,437.87
012	194 to 199	6	2,005.85
096	11 to 11	1	5,000.00
097	234 to 241	8	5,444.07
105	41 to 43	3	27,253.72
114	15 to 15	1	998.28
115	37 to 38	2	2,086.59
116	28 to 29	2	83.37
118	3 to 3	1	5,000.00
120	57 to 58	2	251.80
121	42 to 43	2	215.05

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150	624 to 652	29	62,783.34
160	253 to 273	21	71,058.70
190	160 to 165	6	708.19
226	10 to 11	2	4,500.00
302	59 to 59	1	272.30
401	36 to 37	2	15,750.92
TOTAL ALL FUNDS		198	550,850.05

HELD CLAIM

<u>FUND</u>	<u>CLAIM NO.</u>	<u>PAYEE</u>	<u>AMOUNT</u>
150	637(partial)	Warnock & Assoc.	\$2,422.10

REJECTED CLAIM

<u>FUND</u>	<u>CLAIM NO.</u>	<u>PAYEE</u>	<u>AMOUNT</u>
001	2817	Fed Ex	\$59.34

Following discussion, Mr. Tim Johnson did offer and Mr. Paul Griffin did second a motion to approve the claims docket as presented, less and except the above noted rejected and held claims, said rejected claim to be paid by the Chancery Clerk from his fee account, the same representing invoices associated with processing passport applications. Said motion directed that invoice numbers should be attached to each claim on the claims docket and further directed the Chancery Clerk to publish the Summary of Claims as required by law and to authorize the Board President to sign and approve the Claims Docket, a copy of which may be found in the Miscellaneous Appendix to these Minutes together with a separate Resolution approving payment of said claims, which Resolution is attached hereto as Exhibit H, spread hereupon, and incorporated herein by reference. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by a majority (4-1) vote of the Board and said Claims Docket was and is hereby approved and the Chancery Clerk was and is instructed to issue pay warrants accordingly.

SO ORDERED this the 18th day of June, 2007.

Thereafter, Mr. Tim Johnson did offer and Mr. Paul Griffin did second a motion to authorize, approve and direct the Chancery Clerk to issue a pay warrant in remittance of the above listed held item, the same being the partial claim of Warnock & Associates. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter did not garner a majority of votes of the Board and therefore failed.

SO ORDERED this the 18th day of June, 2007.

President's Initials: _____

Date Signed: _____

In re: Request to Void Tax Sales

WHEREAS, Chancery Clerk Arthur Johnston appeared before the Board and reported that the property described by **Parcel # 103C-06-015/00.00** has sold at various tax sales in the past, including the 2005 and 2006 sales, and

WHEREAS, on February 26, 2007, the Secretary of State issued the record owner, a Ms. Stiff, a Tax Patent which has the effect of extinguishing prior sales and the next subsequent sale pursuant to Miss. Code Ann. § 29-1-83 and the Attorney General's Opinion to Peacock, Op. No. 04-0299 (September 3, 2004), and

WHEREAS, the property described by **Parcel # 092F-24D-162/00.00** has also sold numerous times in the past for taxes; however, in 2002 it was forfeited to the state and should not have sold thereafter pursuant to Miss. Code Ann. § 29-1-27 and 29-1-31,

At the request of Mr. Johnston and based upon the above-referenced authorities, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to find, determine and declare that the sale of the 2004 Taxes (2005 Tax Sale) and the sale of the 2005 Taxes (2006 Tax Sale) of the above parcels are void. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous of those present and said sales were and are hereby declared void.

SO ORDERED this the 18th day of June, 2007.

***In re: Correcting, Nunc Pro Tunc, the Minutes of
January 21, 2005***

**RESOLUTION AND ORDER CORRECTING, *NUNC PRO TUNC*,
THE MINUTES OF JANUARY 21, 2005 TO REFLECT
THE CORRECT VERSION OF THE PARKWAY SOUTH PUBLIC IMPROVEMENT
DISTRICT CONTRIBUTION AGREEMENT
AND TO DIRECT THE CLERK TO SUBSTITUTE PAGES ACCORDINGLY**

WHEREAS, the Board has reviewed its Minutes of the January 2005 term, particularly the Minutes of January 21, 2005 pertaining to the adoption and approval of the Contribution Agreement for the Parkway South Public Improvement District, and

WHEREAS, the Board has been advised and has found and determined that the text of said Minutes are correct, particularly that Resolution found at Book 2005, Pages 129 and 130; however, the Contribution Agreement which is attached to said text as Exhibit K is not the Contribution Agreement for the Parkway South Public Improvement District but rather the Contribution Agreement for the Parkway East Public Improvement District, and thus, through error, said Minutes do not reflect the correct document which was adopted and approved, and

WHEREAS, in view of the error aforesaid, pages 154 thorough 165 of Book 2005 of the Minutes of said meeting should be removed and replaced with the correct Contribution Agreement, a true and correct copy of which is attached hereto as Exhibit I, spread hereupon and incorporated herein by reference,

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IT IS, THEREFORE, RESOLVED AND ORDERED that:

1. The Minutes of this Board of January 21, 2005, particularly Book 2005 Pages 154 through 165, be and they are hereby corrected so as to reflect and contain as Exhibit K the Contribution Agreement for the Parkway South Public Improvement District, a true and correct copy of which is attached hereto as Exhibit I, spread hereupon and incorporated herein by reference, and
2. The Chancery Clerk was and is hereby authorized and directed to remove the aforesaid Pages 154 through 165 of Book 2005 and substitute the attached Contribution Agreement as Exhibit K in place thereof.

Following discussion, Mr. Douglas L. Jones did offer and Mr. Tim Johnson did second a motion to adopt the above and foregoing Resolution and Order and correct the January 21, 2005 Minutes accordingly. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and the above and foregoing Resolution and Order was and is hereby adopted and the Minutes of January 21, 2005 were and are hereby corrected *nunc pro tunc* and the Clerk was and is hereby directed to substitute pages accordingly..

SO ORDERED this the 18th day of June, 2007.

In re: Approval of 16th Section Leases

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

(1) Long Term Residential Lease Contract:

Lessee: Brett Mosely
 Description: Lot 15, Livingston Subdivision, Part 1
 Lease Term: 40 years

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

Following discussion, Mr. Tim Johnson did offer and Mr. Paul Griffin did second a motion to approve the 16th Section Lease as set forth above and as submitted by the Madison County School Board. The vote on the matter being as follows:

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Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	No
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by a majority vote (4-1) of the Board and said lease was and is hereby approved.

SO ORDERED this the 18th day of June, 2007.

Thereafter, the Board President did offer and Mr. Tim Johnson did second a motion to approve the following Renegotiated 16th Section Other Property Lease Contract as submitted by the Madison County School Board:

(2) Renegotiated 16th Section Other Property Lease Contract:

Lessees: Southwest Madison Fire Protection District
 Description: 3.30+/- acres in the E1/2 of the SW1/4 of Section 16,
 Township 7 North, Range 1 East, Madison County
 Lease Term: 40 years

<u>Year</u>	<u>Annual Rent</u>
1 - 10	\$ 1,400.00
11 - 20	\$ as adjusted pursuant to paragraph 3
21 - 30	\$ as adjusted pursuant to paragraph 3
31 - 40	\$ as adjusted pursuant to paragraph 3

Following discussion, 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said lease was and is hereby approved.

SO ORDERED this the 18th day of June, 2007.

***In re: Request to Adjust Health Care Spending Plan
 Employee Election From \$2,000 to \$2,500 for Plan Year 2007***

As requested by Human Resources Manager Lisa Mayo in that certain Memorandum dated June 15, 2007, a true and correct copy of which may be found in the Miscellaneous Appendix to these Minutes, Mr. Tim Johnson did offer and Mr. Paul Griffin did second a motion to (1) extend the length of the Plan Year 2007 – 2008 as described in Madison County’s Pre-Tax Flexible Spending Benefit Plan (Flex Plan) administered by Fox-Everett, Inc. for fifteen months (covering the period July 1, 2007 to September 30, 2008) so as to allow the county to convert said Plan Year to coincide with other benefits and the county’s fiscal year, (2) authorize the maximum employee election contribution to be concomitantly increased from \$2,000 to \$2,500 for Plan Year 2007 – 2008 only, and (3) direct the Board President to execute that certain “Amendment No. 1 to the Madison County Board of Supervisors Premium Conversion and Flexible Spending Plan,” a true and correct copy of which is attached hereto as Exhibit J, spread hereupon and incorporated herein by reference. The vote on the matter being as follows:

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Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said Plan Year was and is hereby extended as set forth herein above, and the Board President was and is so authorized.

SO ORDERED this the 18th day of June, 2007.

In re: Request for Advance Temporary Variance on Property Owned by Dawn Kaiser

WHEREAS, Ms. Dawn Kaiser did appear before the Board and requested that the Board grant her a temporary variance of up to 9 feet so as to allow her to construct an addition to her property, and

WHEREAS, County Zoning Administrator Brad Sellers explained, and Mrs. Kaiser agreed and understood that she will remain responsible for all costs incurred should her formal request be denied by this Board or the Planning and Zoning Commission, that is, she is proceeding at her own risk,

Following discussion, Mr. Andy Taggart did offer and Mr. Tim Johnson did second a motion to allow her a temporary variance to construct an addition to her residence, subject to the public notice and other administrative processes yet to come. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said temporary variance was and is hereby granted, subject to the conditions aforesaid.

SO ORDERED this the 18th day of June, 2007.

In re: Retention of Separate Counsel for Purposes of Defending Challenges to the County's Recent Adoption of Amendments to its Solid Waste Management Plan

WHEREAS, Board Attorney Edmund L. Brunini, Jr. announced to the Board that due to his firm's conflict of interest with respect to certain aspects of the county's recent adoption of amendments to its Solid Waste Management Plan, he was recusing himself from, and would be unable to defend the county in the matter of any challenges thereto, and

WHEREAS, Mr Brunini recommended that the Board retain the services of James P. Streetman, Esq. and his law firm to defend the same at the same hourly rates that said attorney and his firm are charging the Madison County Planning and Zoning Commission for representing that body,

Following discussion, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to retain the services of James P. Streetman, Esq. and his law firm to defend the county with respect to any and all challenges to the recently adopted Amendments to the Solid Waste Management Plan at the hourly rates presently paid to said firm for its representation of the

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Date Signed: _____

Madison County Planning and Zoning Commission. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said firm was and is so retained.

SO ORDERED this the 18th day of June, 2007.

In re: Adoption and Approval of Memoranda of Understanding with the Estate of Dudley R. Bozeman/Dudley R. Bozeman Revocable Living Trust, the Minnie J. Bozeman Family Limited Partnership, and St. Dominic Health Services

Following discussion, and upon the written recommendation of Eric Hamer, Esq., counsel for the county in these matters, Mr. Tim Johnson did offer and Mr. Paul Griffin did second a motion to adopt and approve those certain Memoranda of Understanding between Madison County, Mississippi and (1) the Estate of Dudley R. Bozeman/Dudley R. Bozeman Revocable Living Trust and (2) the Minnie J. Bozeman Family Limited Partnership (as amended), true and correct copies of which are attached hereto as Exhibits K and L, respectively, spread hereupon and incorporated herein by reference. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said MOUs were and are hereby approved and adopted, and the Board President was and is hereby authorized to execute the same.

SO ORDERED this the 18th day of June, 2007.

Thereafter, and also at the written recommendation of Eric Hamer, Esq., counsel for the county in these matter, and following a discussion prior to which Board Attorney Edmund L. Brunini, Jr. stated that his firm has represented St. Dominic Health Services for years and made no recommendations or opinions on this matter whatsoever and recused himself entirely from the discussion and debate hereof and physically departed the meeting room, and the Board President announced that he, too, had a conflict of interest with regard to his representation of Mississippi Baptist Health Systems, Inc., recused himself entirely from the discussion and debate of this matter and physically departed the meeting room, and requested that Board Vice President Paul Griffin serve as acting President and preside over this matter. Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to (1) adopt and approve that certain Memorandum of Understanding between Madison County, Mississippi and St. Dominic Health Services, a true and correct copy of which is attached hereto as Exhibit M, spread hereupon and incorporated herein by reference, and (2) authorize and direct Vice President Paul Griffin to execute the same as the acting President in the absence of the Board President. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Not Present and Not Voting
Supervisor Karl M. Banks	Not Present and Not Voting

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 13 of 18 (06/18/07)

Supervisor Paul Griffin

Aye

the matter carried by the unanimous vote of those present and said MOU was and is hereby approved and adopted, and acting Board Vice President Paul Griffin was and is hereby authorized and directed to execute the same in light of the recusal of the Board President.

SO ORDERED this the 18th day of June, 2007.

In re: Presentation of Bids for the Awarding of Construction Contract for Federal Aid Project #BR-6926(3)B, Old Canton Road Bridge Replacement

WHEREAS, Dan Tolar, District Engineer for the Mississippi Department of transportation, did appear before the Board and presented bids received and opened by the standing committee of this Board appointed for such purpose pertaining to Federal Aid Project #BR-6926(3)(B), the Old Canton Road Bridge Replacement Project, and

WHEREAS, Mr. Tolar reported that two (2) bids were received in response to the advertisement, one from Key, LLC at a total project cost of \$1,389,766.55 and another from Dozer, LLC at a total project cost of \$1,470,624.65, and

WHEREAS, the bids received and Mr. Tolar's tabulation thereof may be found in the Miscellaneous Appendix to the Minutes of the June 25, 2007 meeting of the Board,

WHEREAS, Mr. Tolar announced that in his estimation following his tally of said bids, the bid of Key, LLC was the lowest and best and recommended the Board's acceptance and award thereto, however, Mr. Tolar stated that MDOT would require that additional funds to made available and committed to the project before it would approve the contract in light of the fact that the total project cost submitted by both bidders was substantially higher than initially projected (by some \$380,000.00) and substantially higher than the amount of funds available for use by the county on this projects,

WHEREAS, Mr. Tolar offered several possible funding options for the Board to consider, Following discussion, Mr. Paul Griffin did offer and Mr. Tim Johnson did second a motion to take the bids and the matter of awarding the contract to perform the work reflected therein, under advisement. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried unanimously and said bids and the matter of awarding the contract for said project were and are hereby taken under advisement.

SO ORDERED this the 18th day of June, 2007.

In re: Request of the Town of Flora to Add Certain City Streets to the County's Four Year Road Plan and to Accept Flora's P. O. # 2654 in the Amount of \$70,000 in Exchange for the County's Agreement to Overlay Said Roads

Following discussion, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to (1) amend the County's Four Year Road Plan to include those certain city streets within the

President's Initials: _____

Date Signed: _____

Town of Flora as are listed on the attachment to Purchase Order # 2654 from the Town of Flora, a true and correct copy of which is attached hereto as Exhibit N, spread hereupon and incorporated herein by reference, and (2) accept the aforesaid Purchase Order in the amount of \$70,000.00 in exchange for the county's agreement to overlay said streets, adding said streets at the heel of the Road Department's current overlay schedule. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said streets were and are hereby added to the County's Four Year Road Plan and the aforesaid Purchase Order was and is hereby accepted in exchange for the County's agreement to overlay said streets.

SO ORDERED this the 18th day of June, 2007.

In re: Acknowledgment of Receipt of Funds for Housing Prisoners and Approval of Overtime Grant Application and Invoice Submission to MDOC

WHEREAS, Sheriff Toby Trowbridge appeared before the Board and presented checks representing funds received from various agencies for housing of prisoners and other services as follows:

<u>Entity</u>	<u>Amount</u>
Ridgeland	\$ 4,339.00

WHEREAS, the Sheriff did further present a check in the amount of \$4,500.00 received from Holmes Community College in payment of the three squad cars said institution purchased from the county pursuant to the prior orders of this Board, and

WHEREAS, the Sheriff did further request that such vehicles be again declared surplus and ordered deleted from the Sheriff's Department's inventory, and

WHEREAS, the Sheriff submitted a listed dated 13, 2007 containing the VIN numbers of each such squad car, a true and correct copy of which is attached hereto as Exhibit O, spread hereupon and incorporated herein by reference ,

Following discussion, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to (1) acknowledge receipt of said checks, (2) again declare the vehicles listed on the aforesaid exhibit surplus and (3) direct that said vehicles be removed from the inventory of the Sheriff's Department. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried unanimously and the checks were and are hereby acknowledged, the vehicles declared surplus and removed from inventory.

SO ORDERED this the 18th day of June, 2007.

President's Initials: _____

Date Signed: _____

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

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

Following discussion and pursuant to the terms of Miss. Code Ann. § 25-41-7, as amended, Mr. Douglas L. Jones did offer and Mr. Tim Johnson did second a motion to make a closed determination upon the issue of whether or not to declare an Executive Session for the purpose of discussing certain right of way acquisition and litigation matters, with the following persons deemed necessary for Board discussions, deliberations, and recording of such Executive Session, to wit: members of the Board, Chancery Clerk Arthur Johnston, Board Secretary and Deputy Chancery Clerk Cynthia Parker, Board Attorney Edmund L. Brunini, County Administrator Donnie Caughman, County Comptroller and Deputy Chancery Clerk Mark Houston, Right of Way Acquisition Agent Woody Sample, and Sheriff Toby Trowbridge. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present, and the Board took up the matter of entering into Executive Session.

SO ORDERED this the 18th day of June, 2007.

In re: Entering into Executive Session

WHEREAS, a discussion of the nature of the matters requiring Executive Session was had and the Board Attorney informed the Board that there were certain matters concerning the acquisition of rights of way that required discussion in executive session, as well as certain matters involving the potential for litigation, and

WHEREAS, the Board Attorney advised the Board that, consequently, discussion thereof was properly the subject of executive session,

Following discussion, Mr. Paul Griffin did offer and Mr. Douglas L. Jones did second a motion to enter into Executive Session to discuss certain right of way acquisition and litigation matters. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and President Taggart declared the Board of Supervisors to be in Executive Session for the consideration of such matters and the Chancery Clerk announced to the public the purpose for the Executive Session.

SO ORDERED this the 18th day of June, 2007.

President’s Initials: _____

Date Signed: _____

For Searching Reference Only: Page 16 of 18 (06/18/07)

Following discussion, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to authorize the Board Attorney to offer up to a sum certain to acquire all necessary right of way along, over and through property owned by Keith Brown as a part of the Park Place Boulevard project based on a certain dollar value per foot as recommended by counsel and the county's appraiser following certain revisions to the prior appraisal of said property. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and the Board Attorney was and is hereby so authorized.

SO ORDERED this the 18th day of June, 2007.

Thereafter, the Board President did offer and Mr. Tim Johnson did second a motion to grant unto the Chancery Clerk continuing authority to make such draw downs as he may deem necessary and appropriate against the Letter of Credit previously submitted by Mr. Joe Brata and/or such firm or corporation owned, managed or controlled by him in connection with the Park Place Boulevard project. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and the Chancery Clerk was and is hereby so directed.

SO ORDERED this the 18th day of June, 2007.

Thereafter, and upon being apprised of the failures of Bar-Til Construction Company to make certain payments to sub-contractors on the Deerfield Drainage project such that said project is not concluded, Mr. Douglas L. Jones did offer and Mr. Tim Johnson did second a motion to authorize and direct the Board Attorney and the County Engineer to confer and propose a method to address and rectify, if possible, said failures and secure the completion of the project. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and the Board Attorney and the County Engineer were and are hereby so authorized and directed.

SO ORDERED this the 18th day of June, 2007.

Thereafter, Mr. Tim Johnson did offer and Mr. Douglas L. Jones did second a motion to adjourn the Executive Session and direct the Chancery Clerk to announce to the public the action taken therein. The vote on the matter being as follows:

President's Initials: _____

Date Signed: _____

For Searching Reference Only: Page 17 of 18 (06/18/07)

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present, and the Board President declared Executive Session declared adjourned, and the Chancery Clerk did announce to the public the action taken therein.

SO ORDERED this the 18th day of June, 2007.

In re: Approval of Invoices Submitted by County Engineer Rudy Warnock Pertaining to the Construction of Park Place Boulevard

WHEREAS, County Engineer Rudy Warnock presented for various engineering fees associated with the Park Place Boulevard construction project totaling \$23,470.91 as well as invoice no. 0007643 in the amount of \$2,640.10 from Burns Cooley Dennis, Inc. and Pay Estimate No. 5 in the amount of \$268,441.23 from Southern Rock, LLC, both pertaining to said project, and

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

Following discussion, Mr. Paul Griffin did offer and Mr. Tim Johnson did second a motion to approve and remit said invoices and authorize and direct the Chancery Clerk to issue a pay warrant as to each. 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	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried unanimously and said claims were and are hereby approved, and the Chancery Clerk was and is hereby so authorized and directed.

SO ORDERED this the 18th day of June, 2007.

THERE BEING NO FURTHER BUSINESS to come before the Board of Supervisors of Madison County, Mississippi, upon motion duly made by Supervisor Tim Johnson and seconded by Supervisor Paul Griffin and approved by the unanimous vote of those present, the meeting of the Board of Supervisors of Madison County, Mississippi was recessed until Monday, June 25, 2007 at 9:00 a. m. for the purpose of considering industrial exemptions and such other matters as may properly come before the Board.

 Andy Taggart, President
 Madison County Board of Supervisors

Date signed: _____

ATTEST:

 Chancery Clerk

President's Initials: _____

Date Signed: _____

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present, and the Board President declared Executive Session declared adjourned, and the Chancery Clerk did announce to the public the action taken therein.

SO ORDERED this the 18th day of June, 2007.

In re: Approval of Invoices Submitted by County Engineer Rudy Warnock Pertaining to the Construction of Park Place Boulevard

WHEREAS, County Engineer Rudy Warnock presented for various engineering fees associated with the Park Place Boulevard construction project totaling \$23,470.91 as well as invoice no. 0007643 in the amount of \$2,640.10 from Burns Cooley Dennis, Inc. and Pay Estimate No. 5 in the amount of \$268,441.23 from Southern Rock, LLC, both pertaining to said project, and

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

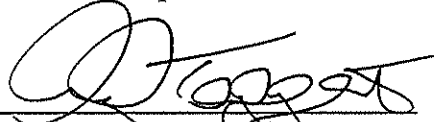
Following discussion, Mr. Paul Griffin did offer and Mr. Tim Johnson did second a motion to approve and remit said invoices and authorize and direct the Chancery Clerk to issue a pay warrant as to each. The vote on the matter being as follows:

Supervisor Douglas L. Jones	Aye
Supervisor Tim Johnson	Aye
Supervisor Andy Taggart	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

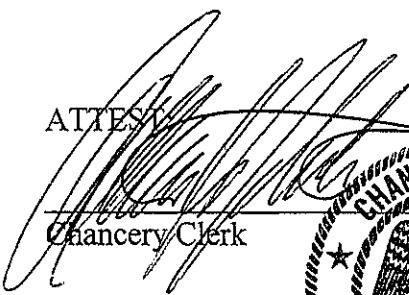
the matter carried unanimously and said claims were and are hereby approved, and the Chancery Clerk was and is hereby so authorized and directed.

SO ORDERED this the 18th day of June, 2007.

THERE BEING NO FURTHER BUSINESS to come before the Board of Supervisors of Madison County, Mississippi, upon motion duly made by Supervisor Tim Johnson and seconded by Supervisor Paul Griffin and approved by the unanimous vote of those present, the meeting of the Board of Supervisors of Madison County, Mississippi was recessed until Monday, June 25, 2007 at 9:00 a. m. for the purpose of considering industrial exemptions and such other matters as may properly come before the Board.


 Andy Taggart, President
 Madison County Board of Supervisors

Date signed: 7/6/07

ATTEST:

 Chancery Clerk



President's Initials: _____
 Date Signed: _____

HAULING CONTRACT

This Contract is made and entered into this 18th day of June 2007 by and between MADISON COUNTY, MISSISSIPPI (hereinafter called the "County"), and LEOTIS NICHOLS II, DBA NICHOLS TRUCKING, (Hereinafter called "Contractor").

In consideration of the following mutual agreements and covenants, the parties agree as follows:

1. The Contractor agrees to haul fill dirt in his trucks from the City of Canton Landfill to the Canton Multi-Purpose Center Equine Facility. The Contractor agrees to maintain liability insurance on his trucks and drivers and indemnify and hold harmless the County for any and all actions, accidents, and damage, whether intentional or unintentional, caused by his trucks, employees, and sub-contractors.
2. The County agrees to pay the Contractor for his services as follows:

Per Tractor-Trailer Load	\$60.00
Per Tandem Dump Truck Load	\$45.00
3. Contractor and County agree that hauling under this contract is for a specific project, namely the Canton Multi-Purpose Equine Facility Expansion, and not for general contract hauling for the Madison County Road Department.

The contracting parties, through their duly authorized representatives, have executed this contract on 18th day of June 2007.

Madison County, Mississippi

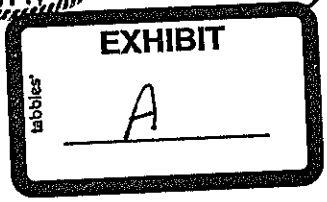
By: [Signature]
President of the Board of Supervisors

Attest: [Signature]
Chancellor



Leotis Nichols II, DBA Nichols Trucking

By: [Signature: Leotis Nichols II]



June 13, 2007

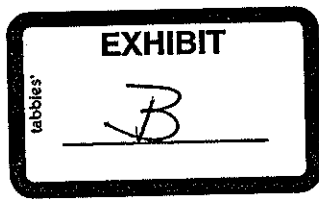
TO: Madison County Board of Supervisors
Mr. Andy Taggart, President

FROM: Loretta D. Phillips
Inventory Clerk

I am requesting that the following items be declared surplus and deleted from inventory. These items have been replaced or disposed of and are of no use to Madison County and need to be removed from inventory.

Hp LaserJet Printer	2944	904.64
Calculator-Swintec	802	149.00
Calculator-Canon	1637	149.00
Computer-Laptop	1143	4418.00
Compaq/Computer	2634	837.00
Printer/Hp Deskjet	2633	190.00
Printer LaserJet	1505	1355.00
Computer/Monitor	2133	1800.00
Computer/Dell Optiplex	2609	920.00
Printer/HP	3788	200.00
Printer/HP DeskJet 932C	0617	200.00
2005 Crown Victor	(#2FAFP71W15X154959)	20,000.00

15



CONTRACT FOR SERVICES

THIS CONTRACT, and any amendments and supplements hereto, which is subject to the laws of the State of Mississippi, is between the *Board of Supervisors of Madison County* (hereinafter "the Board"), *Arthur Johnston, Madison County Chancery Clerk* (hereinafter "the Clerk") and *Glen R. Vest and Evelyn Vest* (hereinafter "Contractors").

WHEREAS Madison County and the Madison County Chancery Clerk's office is in need of experienced assistance in repairing certain of the books and records located in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS Contractor are duly qualified, capable, and willing to perform the services set forth above and on the attached Exhibits A and B;

NOW THEREFORE, it is agreed that:

A. Contractor's Duties: Contractors will perform a job of repair to the books and records located in the office of the Chancery Clerk of Madison County, Mississippi as described and enumerated on the aforesaid Exhibits A and B attached hereto, with such job to begin in July of 2007 and conclude by September 1, 2007.

B. Consideration: Consideration for the services set forth on Exhibit A shall be payable by the Board upon completion in the total sum of \$4,363.20 from Fund 001-101-463. Consideration for the services set forth on Exhibit B shall be payable by the Clerk from his fee account upon completion in the total sum of \$5,547.20. Prior to payment, Contractors shall submit an invoice bearing their signatures (or one of them) and that of the Clerk reflecting such completion.

C. Work Hours: Contractors will perform said duties at the hours and during the times directed by the Clerk.

D. Term of Contract: This contract shall be effective as of June 18, 2007 following approval by the Madison County Board of Supervisors and shall remain in effect until September 1, 2007, or until the contract has been cancelled, whichever occurs first. Any party hereto may elect to cancel this contract, provided that the party desiring to cancel give at least one week's notice thereof. Contractors and the Clerk may elect, by oral or written agreement, to extend the term hereof and may modify the duties and conditions detailed herein accordingly.

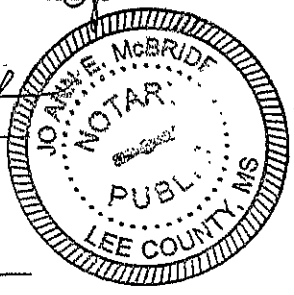
IN WITNESS HEREOF, the parties have caused this Contract to be duly executed, intending to be bound thereby, this the 18 day of June, 2007.

Glen R. Vest
Glen R. Vest

Evelyn Vest
Evelyn Vest

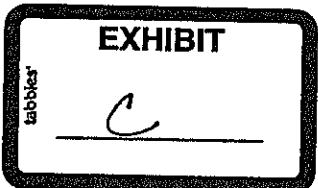
Andy Taggart
Andy Taggart, PRESIDENT
Madison County Board of Supervisors

Arthur Johnston
Arthur Johnston, Chancery Clerk



Jo Anne McBride
Notary

My Commission Expires December 4, 2009
Lee County, State of MS



Glen R. & Evelyn Vest
 (Formerly Specialty Binding)
 1521 W. Bristow
 Tupelo, MS 38801
 662-231-6664 all

5-24-07
 Chancery Clerk
 Madison Co MS.

Phone 662-842-1057

Book	Resew	Repair	New Case	Index Tabs	Jackets
Highland colony Abstract of Redgeland &	Strip ✓	Sew 12689	✓	16" - 1 1/2	✓
County Index	✓	116	✓	15" - 1 1/2	✓
Land Roll 1866	✓	274	✓	17 - 2 1/4	✓
Abstract of Titles 1835-1912	✓	132	✓		
Land Roll 1883	✓	342	✓	17 - 2 1/4	✓
orig Gen Survey	✓	78	✓	17" post	
Carton Maps	✓	102	✓	17" post	
Township Maps	new	Binder	18 x 24 - 2 3/4 - 12 C		
Ownership Map 1961 & 92	✓	307	18 x 24 - 2 3/8 - 12 - C		
		4315	00		
	Subk Flaps	48	20		
		4363	20		

Ex. A

EMERGENCY DECLARATION BOOK 2007 PAGE 0601
WEST NILE VIRUS

WHEREAS, West Nile Virus, a potentially deadly virus, is transmitted by the female mosquito; and

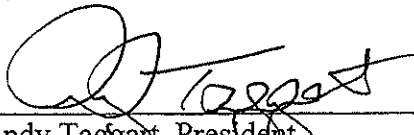
WHEREAS, although unconfirmed by the Madison County Coroner, one death this year in Madison County has been attributed to West Nile Virus by the Health Department; and

WHEREAS, the Madison County Board of Supervisors considers it in the public interest to take every reasonable measure to reduce the mosquito population in Madison County; and

WHEREAS, Madison County currently sprays an insecticide from truck-mounted foggers as part of its mosquito control program; however, scientific evidence indicates that removal of mosquito breeding grounds and the treatment of mosquito breeding grounds with a larvacide is a necessary prong in a successful mosquito control program; and

NOW, THEREFORE the Madison County Board of Supervisors, acting under the emergency powers granted to it by Section 31-17-13 (k) of the Mississippi Code of 1972 Annotated, does hereby on this the 18th day of June 2007, by majority vote, declare that a health-related emergency exists in Madison County with regard to the transmission of West Nile Virus by mosquitoes and through this resolution orders that Madison County, Mississippi, take all prudent steps to control mosquitoes, including but not limited to the following: distribute larvacide pellets and briquettes to the citizens of Madison County; authorize county employees to enter upon private property, with the landowner's permission, to place larvacide in standing water; authorize county employees to enter upon private property, with the landowner's permission, to spray insecticide; grant Purchase Clerk Hardy Crunk continuing authority, from this date until the first freeze of 2007, to make any and all emergency purchases he deems necessary in regard to mosquito control; and authorize the distribution of any mosquito-control education materials deemed necessary by the Emergency Management Director Butch Hammack.

SO ORDERED on this the 18th day of June 2007.

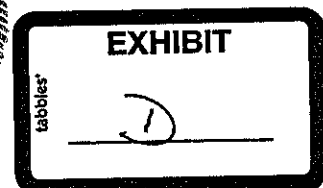
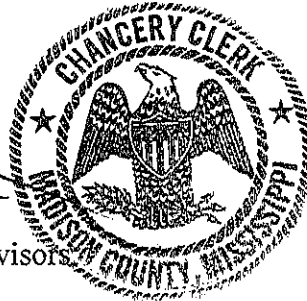


Andy Taggart, President
Madison County Board of Supervisors

ATTEST



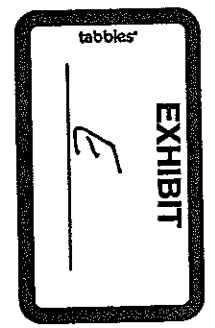
Arthur Johnson, Clerk
Madison County Board of Supervisors



June 18, 2007

Date	Work Order #	Location	Reason for Request	Right of way checked by:
5/29/2007	4875	380 Tithelo Road	Protection of right of way	<i>Laurence D. Moran</i>
6/4/2007	4940	382 Summerlin Road	Protection of right of way	<i>Laurence D. Moran</i>
6/12/2007	5016	Old Natchez Trace	Protection of right of way	<i>Laurence D. Moran</i>

These culverts are not on private property but are on county right of way.



BOARD OF SUPERVISORS

MADISON COUNTY, MISSISSIPPI

Department of Road Management
Lawrence L. Morris, Road Manager

3137 South Liberty Street, Canton, MS 39046
Office (601) 855-5670 FAX (601) 859-5857

MEMORANDUM

June 6, 2007

TO: Board of Supervisors
FROM: Road Manager
RE: School Bus Turn Around List

I have reviewed the Madison County School District Bus Turn-round List 2006-2007 and recommend Board approval with the following exceptions:

- 195 4-H Club Rd
- 250 Branson Rd
- 266 Branson Rd
- 267 Branson Rd
- 190 Davis Rd
- 142 Deere Rd
- 147 Deere Rd.
- 184 Hardy Rd
- 1381 Mt. Pilgrim Rd
- 955-A Old Hwy 51
- 293 O'Leary Rd
- 847 Rocky Hill Rd
- 896 Rocky Hill Rd
- 2238 Sharon Rd
- 216 Waldrop Dr

Lawrence L. Morris
Lawrence L. Morris
Road Manager

attachments



22

DOUGLAS JONES
District One

TIM JOHNSON
District Two

ANDY TAGGART
District Three

KARL BANKS
District Four

PAUL GRIFFIN
District Five

**Madison County School District
Bus Turnaround List
2006-2007**

<u>Address:</u>	<u>Property Owner:</u>	<u>Phone #</u>
4-H Club Road - 195	Rosetta Davis	601-859-7921
A. R. Rimmer Road - 1756	Joe Evans	601-468-2996
Abernathy Road - 510	Susan Abernathy	601-866-4690
Beamion Road - 324	Barbara Gray	662-468-2324
Bill Day Road - 208	Minnie Pearl White	601-855-0524
Boone Road - 189	Barbara Harris	601-855-0281
Bracey Road - 120	Pat Benfield	601-898-9488
Branson Road - 249	leisha Koonce	601-855-7442
Branson Road - 250	Eberet Paul Conway	601-859-4223
Branson Road - 266	Mildred Jackson	601-859-1900
Branson Road - 267	Mildred Jackson	601-859-1900
Brown Circle - 334	Leroy Jennings	
Burrell Drive - 165	Milton Lockett	601-859-5113
Cleo Clark - 150	Pauline Clark	
Conway Road - 183	Catherine Conway	901-859-4223
Crown Road - 180	Cheryn Love	662-468-3021
Davis Family Road - 182	Charlene Davis	601-859-6481
Davis Road - 190	Betty Lockett	601-859-6631
Deer Ridge Road - 196	Betty Alford	601-879-8489
Deer Road - 154	Walter Deer	662-468-3558
Deere Road - 142	Jessie Deere	601-468-2485
Deere Road - 147	Roby Smith	662-468-3558
Dermenter Road - 709	Ruth Norman	601-855-2149
Edwards Road - 113	Clyde Edwards III	601-879-9439
Fannie Mae Road - 1144	Nancy Smith	601-859-2413
Griffin Road	James Reed	
Grown Williams Road - 174	Cora Jobe & Jimmie R Woodard	601-855-0019
Hardy Road - 184	David Walls, Sr & Jo Ann Brown	601-956-2630 601-853-019
Highway 16 East - 2757-C	Ella Gray	601-859-9154
Highway 17 - 2053	L. Q. Boyd	601-468-3332
Highway 43 - 3434	Donald Lawrence	601-859-0441
Highway 43 - 3929	Tylora Lockett	601-859-7239
Holliday Road - 275	Helen Holliday	662-468-0820
Honey Sucker Road - 157	Gurtha Burke	
James Reed Road - 206	Stephanie Small	601-859-3371
Joe Hall Rd - 2074	Denzel Scott	601-879-9403
John Powell Rd - 1001	Edward McLaurin	601-859-6264
Lake Trail - 173	Becky Parks	601-898-9927
Lubertha Road - 242	Roxie & Charles Smothers	601-853-2925
Martin Drive - 170	Lillie Pearl Beasley	601-859-6827
McDonald Road - 162	Loretta King	601-605-4522

Madison Co. School Board
APPROVED
JAN 22 2007

#23

**Madison County School District
Bus Turnaround List
2006-2007**

<u>Address:</u>	<u>Property Owner:</u>	<u>Phone #</u>
McHarris Road - 182	Dennis McHarris	
Millville Road - 264	James Jackson	601-859-4244
Mullinville Road - 834	Ed Jones	662-468-3642
Mount Pilgrim Road - 1381	Johnny House	662-468-3458
Nichols Quarters - 192	Lorenzo Olive	601-859-0651
O. C. Hunter Road - 131	Mary Evans & Williams Riley	
Old Highway 16 - 799	Demetric Bell	
Old Highway 16 - 955	Rosa Mae Brown	601-855-7437
Old Highway 51 - 955-A	Calvin Levy	601-468-2752
O'leary Road - 291	Sonnie O'leary	601-468-2865
O'leary Road - 293	Rosie Houston	662-468-2931 662-468-2943
Parker Road - 110	Bobbie Evans	
Pine Tree Lane - 267	Eddie Hodges	601-605-6030
Purvis Road - 376	Ed Hardacre	601-879-8277
Robert Paul Drive - 233	Della Harris	601-855-7678
Robinson Rd - 1175	Emma Jones	601-859-2327
Robinson Springs Road - 1307	Larry Bennett	601-856-1019
Rocky Hill Road - 847	Velma Taylor	
Rocky Hill Road - 896	Jenny Parker	601-468-3015
Sharon Road - 2238	Billy Young	601-855-7466
Society Ridge Road - 280	Andrew Neal	601-856-8116
Sulphur Springs Road - 1041	Martha Howard	601-855-2239
Torrence Road - 106	Deloris Torrence	601-407-1808
Truitt Road - 525	Katherine Garrett	662-468-2867
Twelve Oaks Road (182-A Wlaking Horse Lane)	James Wilson	
Virgin Mary Road - 160	Virgin Mary Church	
Waldrop Lane - 136	Terry Watley	601-879-9094
Waldrop Dr - 216	Mr. Sale	601-879-8510
Way's Way - 166	Chandler Evans	601-898-7891

MADISON COUNTY
 PROPOSED BUDGET AMENDMENTS
 JUNE 18, 2007

	Change	Old Budget	New Budget
<u>E911/Emergency Management</u>			
097-230-642 Paint & Preserv.	\$3,000.00	0	\$ 3,000.00
<u>General Fund</u>			
<u>Elections</u>			
001-180-603 Office Supplies	\$1,125.00	\$ 60,000.00	\$ 61,125.00
001-180-919 Equipment	\$2,360.00	\$135,000.00	\$137,360.00
<u>Chancery Court</u>			
001-160-409 Temporary Labor	-\$ 1,500.00	\$1,500.00	0
001-160-550 Legal Fees	-\$ 1,000.00	\$1,000.00	0
001-160-603 Office Supplies	\$ 3,500.00	\$3,000.00	\$ 6,500.00
<u>Jail</u>			
001-220-698 Medical Supplies	-\$ 6,500.00	\$115,000.00	\$108,500.00
001-220-919 Equipment	\$ 6,500.00	\$ 13,500.00	\$ 20,000.00
<u>Justice Court</u>			
001-166-919 Equipment	\$9,000.00	\$1,500.00	\$ 10,500.00



In the Matter of the Approval of the Claims Docket

RESOLUTION

WHEREAS, the Supervisors reviewed the docket of claims dated June 18, 2007, (copies of which are attached hereto and marked as Exhibit "A"); and

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

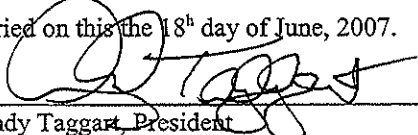
NOW THEREFORE BE IT RESOLVED BY THE SUPERVISORS OF MADISON COUNTY, MISSISSIPPI that the Chancery Clerk is hereby authorized to pay claims filed against Madison County as set forth in Exhibit "A" which is attached hereto and made a part hereof by reference and that all claims which are marked as "Hold"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

This Resolution constitutes approval of that portion of the minutes of the June 18, 2007, meeting of the Board of Supervisors of Madison County wherein the aforesaid claims docket was approved.

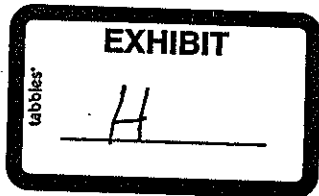
After discussion on the matter, Supervisor Tim Johnson offered and moved for the adoption of the above and foregoing Resolution, which was seconded by Supervisor Paul Griffin. The vote on said matter was as follows, to-wit:

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

The motion having received the affirmative vote of the Board members present, was declared by Mr. Andy Taggart, President of said Board as being duly carried on this the 18th day of June, 2007.



Andy Taggart, President
Madison County Board of Supervisors

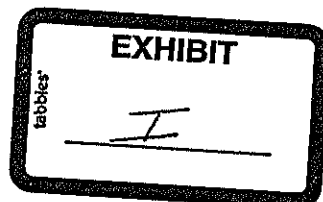


CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made by and between MADISON COUNTY, MISSISSIPPI, (the "County") a political subdivision of the State of Mississippi, acting by and through its duly elected and serving Board of Supervisors (the "Board of Supervisors"), and PARKWAY SOUTH PUBLIC IMPROVEMENT DISTRICT ("Parkway South"), a public improvement district and body politic established within the County, acting by and through its duly appointed Board of Directors (the "Board of Directors"). WHEREAS, Parkway East Public Improvement District ("Parkway East") ("Parkway East" and "Parkway South" shall be collectively referred to herein as the "Districts") was originally established pursuant to an ordinance adopted on November 22, 2002 by the Board of Supervisors as authorized pursuant to the "Public Improvement District Act", codified as Sections 19-31-1 *et seq.*, of the Mississippi Code of 1972, as amended (the "Act"); and

WHEREAS, pursuant to that certain Petition and Agreement, dated September 17, 2004 (the "Petition") which was submitted to the Board of Supervisors by all those persons and/or entities owning land within Parkway East and the newly petitioned Parkway South (the "Petitioners"), the Board of Supervisors adopted an ordinance, dated November 22, 2004, wherein the boundaries of Parkway East were contracted and Parkway South was established according to the terms and conditions within the Petition and pursuant to the Act; and

WHEREAS, Parkway South was thereby formed for the purposes of, but not limited to, Parkway South undertaking the construction, acquisition and/or financing of certain projects which are situated south of Bear Creek (the "District Projects" and individually, as the context implies, a "District Project"); and



WHEREAS, pursuant to the Petition, the Petitioners agreed and established procedures and formulae to provide full repayment to the County for certain engineering, architectural, legal and consulting costs heretofore paid by the County in connection with the District Projects (the "Reimbursed Costs"); and

WHEREAS, the Parkway South and its Petitioners that are potential beneficiaries of the District Projects will (and/or their successors or assigns will) be responsible for the payment of (i) a portion of the Reimbursed Costs due to the County, and (ii) all costs and expenses to be incurred by Parkway South in the construction and financing of the District Project and/or in the furtherance of Parkway South's purposes, all as previously agreed in the Petition, which costs are to be proportionately borne by Parkway South in the percentages set forth in the Petition; and

WHEREAS, in order to finance the construction and/or acquisition of the District Project as well as other public infrastructure projects for which Parkway South's Board of Directors authorize and/or otherwise undertake, it is contemplated that Parkway South will issue public improvement district bonds pursuant to the Act (the "Bonds"); and

WHEREAS, Parkway South intends to pay the debt service payments of principal of, premium, if any, and interest on any Bonds ("Debt Service Payment") it issues from special assessments levied and collected pursuant to the Act on land within Parkway South ("Special Assessments"), as contemplated herein and within the Petition; and

WHEREAS, pursuant to Section 19-31-17(o) of the Act, the County and Parkway South desire to enter into this Agreement in order to memorialize their mutual understanding with respect to the joint participation of the County and Parkway South in the financing of public infrastructure improvements and facilities to be located within the County and Parkway South and necessary to serve the needs of the people of the County and Parkway South; and

WHEREAS, the Board of Supervisors are the duly elected and serving governing authority of the County; and

WHEREAS, the Board of Directors of Parkway South are the duly appointed and serving governing authority of Parkway South.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and promises contained herein, the County and Parkway South do hereby agree as follows:

1. Statutory Authority. The County and Parkway South are authorized to fulfill the terms of this Agreement under the authority of Section 19-31-17 (o) of the Act.
2. Effective Date. This Agreement shall become effective from and after the date it has been approved by the Board of Supervisors and the Board of Directors and executed by the parties hereto.
3. County Contribution. Provided that the covenants, agreements and obligations of Parkway South as stated herein are performed and/or provided to the County's satisfaction, the County hereby agrees that in the event Parkway South fails, for any reason, to levy and/or collect (or have collected) a sufficient amount of Special Assessments from the owners of land within Parkway South in order to satisfy any Debt Service Payment, the County shall advance to the paying agent, and/or the Bond trustee, the outstanding amount required to satisfy the deficient Debt Service Payment. The parties also agree that, in the event of a sale of a parcel of land for taxes (pursuant to Section 19-31-33 of the Act) upon which a Special Assessment was levied but not collected, the County shall be immediately reimbursed for the County's advance to such deficiency with the proceeds of such tax sale. The amount of such reimbursement shall be equal to the amount the County advanced to the paying agent, and/or the Bond trustee, pursuant to this Section 3, including any interest accrued thereon at the statutory rate. Notwithstanding the

above, Parkway South hereby covenants and agrees to provide full reimbursement to the County, no later than two (2) years from the date the deficient Debt Service Payment is made, for the amounts the County provides to the paying agent, and/or the Bond trustee, pursuant to this Section 3, regardless of the source of the Parkway South funds to pay such reimbursement.

4. Requisitions. The proceeds of any Bonds issued by Parkway South shall be deposited with an independent trustee for the Bonds, said independent trustee to be agreed upon by the County and Parkway South. Any Bond proceeds which are to be expended to provide for District Projects shall be subject to requisition by Parkway South to the Bond trustee. The County and Parkway South hereby agree that an authorized County representative shall be a signatory to any requisition presented by Parkway South to the Bond trustee before Bond proceeds may be requisitioned for any costs for District Projects.

5. Prepayment of Assessments. Principal repayment for any Bonds issued by Parkway South to finance District Projects shall be amortized over a period of time as each Board of Directors deems appropriate with the written approval of the County. Provided, however, that upon the sale of any residentially zoned property within Parkway South, the entire Special Assessment levied against such residentially zoned property shall be prepaid and the funds from said prepayment shall be used to provide for a special mandatory redemption of an applicable portion of outstanding Bonds issued by Parkway South in which the residential property is located. Upon prepayment of the Special Assessment levied upon such residentially zoned property, the applicable property shall no longer be subject to further or additional Special Assessment of Parkway South. This Section 5 shall not apply to any sale of commercially zoned property within Parkway South. Notwithstanding the foregoing, it is the intention of the parties hereto that no property within Parkway South shall be residentially zoned.

6. Appraisal of Assessed Property. Parkway South agrees to provide the County with access to land within Parkway South as to provide the County the opportunity to obtain an independent appraisal from a qualified independent appraiser of all of the property subject to the levy of Special Assessments within Parkway South. For purposes of this Section 6, such appraisal shall be calculated without respect to the contemplated completion of the District Projects. The appraisal shall be for the purpose of determining whether such property will provide sufficient funds at tax sale to pay for the applicable Special Assessment levied against it. The County hereby agrees to pay all costs and perform all necessary hiring associated with the appraisal contemplated within this Section 6, and the determinations of such appraisal shall be final and not subject to contest by Parkway South.

(16) advance (16) SPD
(16) all costs of such appraisal to be promptly reimbursed to the County by Parkway South
(16) SPD

7. County Approval/Zoning Cooperation. The parties agree that the schedule of payment of principal of and interest on any Bonds issued by Parkway South shall be determined by the Board of Directors of Parkway South, subject to the written approval of the County. The County agrees to cooperate in developing a plan for the zoning of Parkway South and acknowledges that it is contemplated that Parkway South shall be zoned primarily commercial.

8. Contingency Fund. If the construction of any District Project is financed through the issuance of Bonds, Parkway South hereby agree to provide and maintain a separate contingency fund account equal to ten percent (10%) of the estimated costs of each constructed District Project and/or any other public infrastructure projects for which the Board of Directors authorizes and/or otherwise undertakes (the "Contingency Fund"). The Contingency Fund shall be used to provide for the payment of any cost overruns on any constructed District Project, as applicable. If, upon completion of a District Project and/or any other public infrastructure projects, and following acceptance of such projects by the County's engineer, there are funds

remaining in the applicable Contingency Fund, then such remaining funds shall be used to provide for a special mandatory redemption of outstanding Bonds issued to finance the applicable District Project. A Contingency Fund shall not be required for any completed District Projects which are acquired (as opposed to constructed) by Parkway South utilizing Bond proceeds.

9. Current Outstanding Invoices; Reimbursed Costs. Except as provided in Section 3 hereof, the parties hereby understand, acknowledge and agree that the County (unless otherwise agreed in writing) will not provide for further payment of any invoices submitted by vendors for work performed on any portions of any District Projects. Parkway South hereby reaffirms its agreement made in the Petition to provide its full proportionate payment to the County of the Reimbursed Costs immediately upon receipt of any proceeds from any financing for infrastructure improvements pursuant to Section 19-31-17(l) of the Act.

10. Certificates of Disinterest. The Board of Directors of Parkway South (and/or successors and assigns thereof) shall execute a certificate on his/her/its behalf attesting to his/her/its disinterest in any contracts with Parkway South, in accordance with Section 109 of the Constitution of the State of Mississippi. A copy of the Certificate of Disinterest is attached in substantial form as Exhibit A.

11. Bond Counsel. Parkway South hereby agrees to hire Butler, Snow, O'Mara, Stevens & Cannada, PLLC ("Butler Snow") as bond counsel for Parkway South with respect to any Bonds issued by Parkway South for the financing of District Projects provided, however, that if no Bonds are issued by Parkway South to finance District Projects or if Parkway South selects bond counsel other than Butler Snow, then Parkway South shall pay or provide for the payment of all fees and expenses incurred by Butler Snow in connection with Parkway South.

12. Duration. This Agreement shall be for the duration of any Bonds issued by Parkway South as same are required by this Agreement and as same are provided for in the Petition and ordinance of the County.

13. Amendment. This Agreement may be amended by mutual written consent of the County and Parkway South.

14. Severability. If any provision or portion of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall remain in force, and shall be construed in a manner so as to affect the purposes of this Agreement to the fullest extent permitted by law.

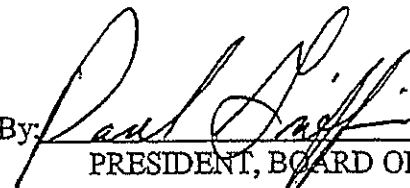
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Mississippi, without reference to principles of conflict of law.

16. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and negotiations with respect thereto, whether written or oral.

17. Counterparts. This Agreement may be executed and delivered in separate counterparts (including by facsimile or scanned transmission), each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MADISON COUNTY, MISSISSIPPI

By: 
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:



CHANCERY CLERK



PARKWAY SOUTH PUBLIC IMPROVEMENT
DISTRICT

By: 

PRESIDENT, BOARD OF DIRECTORS

Exhibit "A"
(Form Certificate of Disinterest)

JACKSON 1009405v1

JACKSON 992702v1

BOARD OF DIRECTOR'S CERTIFICATE OF DISINTEREST

We, the undersigned Board of Directors (the "Board") for Parkway South Public Improvement District ("Parkway South") do hereby acknowledge that this Certificate of Disinterest (this "Certificate") is a material representation of fact upon which reliance is placed by the Madison County Board of Supervisors (the "Public Body"), and Butler, Snow, O'Mara, Stevens, and Cannada, PLLC ("Bond Counsel").

Pursuant to Section 109 of the Constitution of the State of Mississippi (the "Constitution"), the Board acknowledges that no member of the Board, during the term for which he shall have been chosen or within one (1) year after the expiration of such term, is or shall be interested, directly or indirectly, in any agreements, to which Parkway South is a party, which have been authorized by any resolution or order made by the Board.

The Board hereby acknowledges that each shall have an affirmative duty to immediately provide written notice to the Board, the Public Body and to Bond Counsel if at any time it is found that this Certificate was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Board certifies that they have received, reviewed and understand the state's law and regulations regarding Section 109 of the Constitution, as well as the applicable Public Improvement District Act, codified in Mississippi Code Annotated (1972), Sections 19-31-1, et seq., as amended.

The Board certifies under penalty of law that each of them have personally examined and is familiar with the information submitted herein, and based on the inquiry of each individual immediately responsible for obtaining the information, each member of the Board believes the submitted information is true, accurate and complete. Each member of the Board is aware that state law provides for significant penalties for submitting false information in this regard.

**-BOARD OF DIRECTORS
OF PARKWAY SOUTH-**

Judy R. Varney

H. D. Brock

Bryan McDonald

Cecil Burham

Steven P. Daniel

AMENDMENT NO. 1

TO THE

MADISON COUNTY BOARD OF SUPERVISORS.
PREMIUM CONVERSION AND FLEXIBLE SPENDING PLAN

BY THIS AGREEMENT the Madison County Board of Supervisors Premium Conversion and Flexible Spending Plan (hereinafter referred to as the "Plan") is hereby amended as follows, effective as of July 1, 2007:

The PLAN YEAR is modified as follows:

The 15 (fifteen) month period beginning July 1, 2007 through September 30, 2008 will be the plan year for the Madison County Board of Supervisors Flexible Spending accounts.

All subsequent plan years will be a 12 (twelve) month period beginning October 1 through September 30.

The ALLOCATION to the Health Flexible Spending Account is modified as follows:

During the 15 (fifteen) month period beginning July 1, 2007 through September 30, 2008, no more than \$2,500 may be allocated to the Health Flexible Spending Account.

During all subsequent 12 (twelve) month plan years beginning October 1 through September 30, no more than \$2,000 may be allocated to the Health Flexible Spending Account.

IN WITNESS WHEREOF, this Amendment has been executed this 18 day of June, 2007.

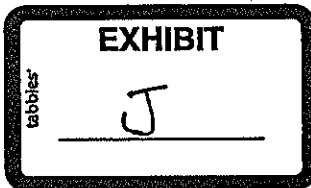
MADISON COUNTY BOARD OF SUPERVISORS

BY: [Signature]
Signature

ANDY TAGGART, Madison County Board
Name/Title OF SUPERVISORS - PRESIDENT

[Signature]
Witness LISA MAYO
HR MANAGER

C. Larry Vance, President
Fox-Everett, Inc.



MEMORANDUM OF UNDERSTANDING

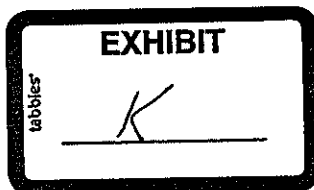
This Memorandum of Understanding (the Agreement") is made by and between, the Estate of Dudley R. Bozeman/Dudley R. Bozeman Revocable Living Trust (by and through Richard W. Russ – Executor and Trustee) hereinafter referred to as "Bozeman", and the Madison County Board of Supervisors, a body politic, 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 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. Highway 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, Bozeman owns 500 ± acres of property east of Interstate 55 to the railroad, portions of which are needed for the construction of Reunion Parkway; and, that Bozeman recognizes and agrees that by signing this Agreement, it is receiving consideration under this Agreement because the construction of Reunion Parkway will enhance the value of its land, which is not used in the construction of Reunion Parkway. A description of the property is attached hereto as Exhibit "A."

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

1. Bozeman and Madison County have agreed to plans, maps and



specifications prepared by McMaster & Associates and Warnock & Associates representing Bozeman and Madison County, respectively, as to the location of the right-of-way crossing through Bozeman's property to allow the construction of Reunion Parkway, proposed interchange, proposed intersection and railroad crossing, a rendering of which is attached hereto and marked as Exhibit "B".

2. In consideration for the construction of Reunion Parkway by Madison County and the affect of increasing his property value, Bozeman agrees to set over and transfer by good and valid Warranty Deed to Madison County those right-of-ways necessary to accomplish the construction of Reunion Parkway from Parkway East Boulevard to railroad; said right-of-way will be approximately 200 feet in width, with Bozeman also granting necessary temporary construction easements for the construction thereof.

3. Exhibit "B" hereto is an engineering rendering which shall be reduced to a written property description by McMaster & Associates and Warnock & Associates within four (4) months. Both parties shall have the opportunity to review such description for ten (10) days and unless changes are made thereto, then such property description shall serve as the basis of the Warranty Deed(s) to be executed by Bozeman. Bozeman, thereafter, shall execute said Warranty Deed(s) to convey the right-of-way for the construction of Reunion Parkway and shall assist in obtaining any other necessary documents to effectuate the transfer of the right-of-way to Madison County.

4. 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 the

respective Board or, as necessary, Chancery Court.

5. 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) are 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.

6. Bozeman 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.

7. The parties hereto acknowledge that one or more Memoranda of Understanding must be reached with other landowners in the area. If Madison County is unable to reach an agreement with other landowners regarding right-of-way access for the interchange and/or Reunion Parkway, then this Agreement shall be null and void.

8. The parties hereto further acknowledge that the location and type of interchange, the intersection of Reunion Parkway with Parkway East Boulevard, and

the location of Reunion Parkway on Bozeman's property are subject to an environmental review and approval by the Corp of Engineers and approval by the Mississippi Department of Transportation. If MDOT fails to approve the location of the interchange or the location of Reunion Parkway East of I-55 to the railroad, and the interchange proposed as the intersection of Reunion Parkway and Parkway East Boulevard for any reason, then this Agreement shall be null and void. Moreover, attached hereto as Exhibit "C", is a letter by Warnock & Associates, Professional Engineers, regarding the status of these approvals and Bozeman is relying on this letter in entering into this Agreement.

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.

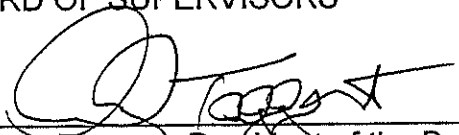
10. Bozeman does hereby grant to Madison County, or its representatives, the right to enter the property of Bozeman for the purpose of planning the Reunion Parkway.


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

ESTATE OF DUDLEY R.
BOZEMAN/DUDLEY R. BOZEMAN
REVOCABLE LIVING TRUST

By: _____
RICHARD W. RUSS, EXECUTOR AND
TRUSTEE

MADISON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

By: 
Andy Taggart, President of the Board
of Supervisors

ATTEST

Arthur Johnston, Clerk



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **RICHARD W. RUSS**, who, acknowledges that he is the Executor and Trustee of, respectively, the Estate of Dudley R. Bozeman and the Dudley R. Bozeman Revocable Living Trust regarding the land that is subject to this Agreement, and as such, he is duly authorized to execute the above and foregoing instrument.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

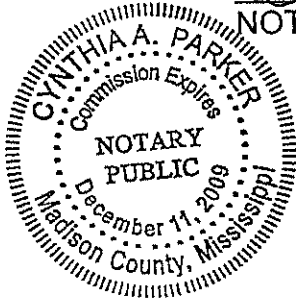
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 18 day of June, 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.

Cynthia A. Parker
NOTARY PUBLIC

MY COMMISSION EXPIRES:
12-11-09
(SEAL)



**PROPERTY
DISCRIPTION
WILL BE SUPPLEMENTED**

EXHIBIT A

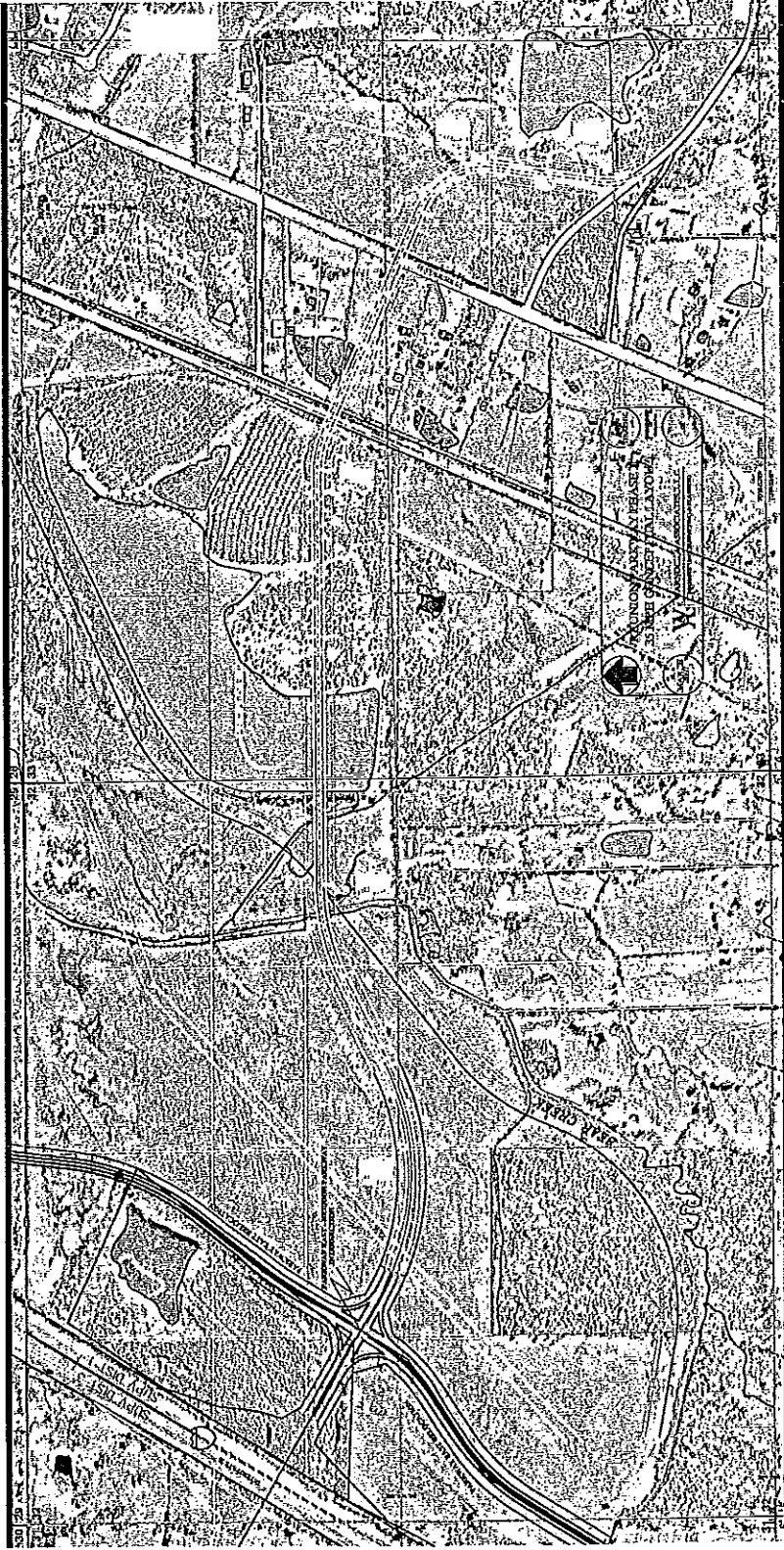
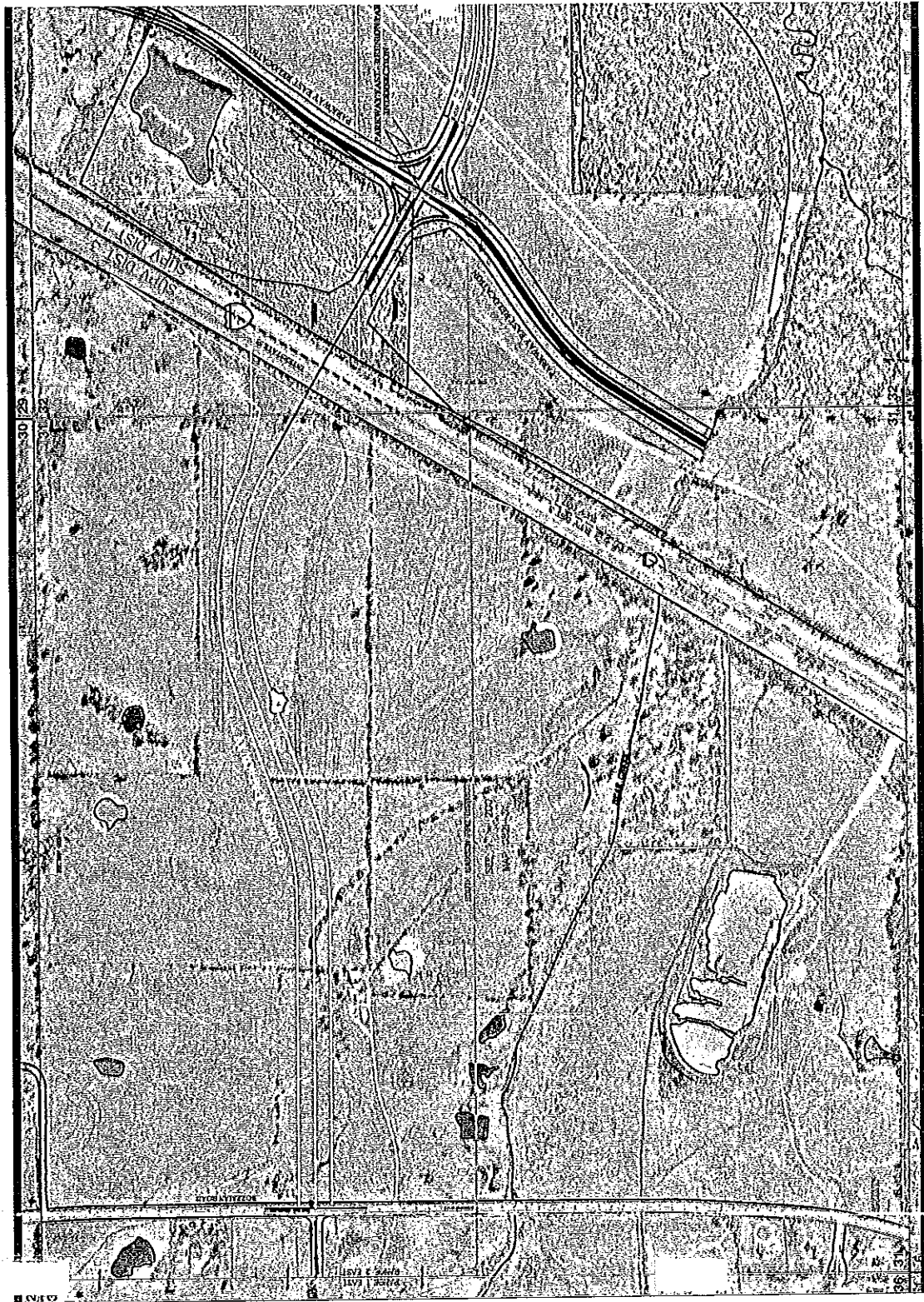


EXHIBIT
B





WARNOCK & ASSOCIATES, LLC

ENGINEERING, MANAGEMENT & PLANNING

May 10, 2007

Bob Montgomery
3350 North Liberty Street
Canton, MS 39046

RE: Reunion Interchange & Parkway

Dear Bob,

As you are aware we are currently engaged in securing the environmental clearance for the Reunion Interchange located approximately 1 mile north of MS HWY 463. The clearance for this interchange is anticipated to be received sometime during the month of August. I have spoken with MDOT and when we receive the environmental clearance the Chief Engineer, Harry Lee James, will be able to write me an official letter approving the interchange. I am also expecting the environmental clearance of the roadway sometime during the month of June.

I am currently working with the railroad to swap the existing "unprotected" crossing for a "protected" signalized crossing at Reunion Parkway. I do not anticipate any problems, however I will have to make more progress on the design of the roadway in order to complete the permitting process required by the railroad. Once I have submitted the permit I will be able to let you know when we can expect the approval.

I have recently spoken to Mr. Ron McMaster and he is currently working on the design of the relocated intersection of Reunion Parkway with Parkway East. He informed me that he should complete the plans by the first week in June.

All aspects of this project are on schedule and moving along as planned. My plan is to have all of the MOU's executed and before the Board of Supervisors no later than June 4th. I would like to have a meeting on May 17th at 2pm in Ron McMaster's office to discuss any outstanding issues associated with meeting the project schedule and executing the outstanding MOU's. Thanks in advance for your assistance in this matter. If you have any questions please call me.

Sincerely,

Warnock & Associates, LLC

Rudy M. Warnock, P.E.
County Engineer

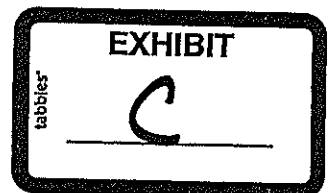
Cc: Mr. Eric Hamer
Mr. Donnie Caughman
Mr. Ed Brunini
Mr. Ron McMaster
File

"DEDICATED TO EXCELLENCE IN ENGINEERING"

3350 N. LIBERTY ST., STE E
CANTON, MS 39046
601-855-2250 PHONE
601-855-2599 FAX

www.warnockandassociates.com

625 LAKELAND EAST DR., STE. E
FLOWOOD, MS 39232
601-420-4884 PHONE
601-420-4184 FAX



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "Agreement") is made by and among Madison County Board of Supervisors, a body politic (hereinafter referred to as "Madison County"), and the Minnie J. Bozeman Family Limited Partnership, a Mississippi limited partnership (hereinafter referred to as "the Partnership").

WHEREAS, Madison County is in the process of 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 whereas said roadway has been designated as "Reunion Parkway" and has been developed in the best interest of the future transportation needs of middle and north Madison County and the public at large;

WHEREAS, the Partnership owns approximately four hundred (400) acres of property in Madison County, Mississippi which is adjacent to the planned Reunion Parkway and the contemplated interchange with Reunion Parkway and Interstate 55 (hereinafter referred to as "the Partnership Property"). A description of the Partnership Property is attached hereto as Exhibit "A" and incorporated by this reference. Reunion Parkway and the interchange, as contemplated and planned by the parties, shall transverse portions of the Partnership Property, requiring the Partnership to grant certain right-of-way easements for the benefit of Madison County. In addition, the Partnership, in order to assist with the building of the Reunion Parkway and interchange, and in consideration of the commitment of Madison County set forth more fully herein, desires to donate certain quantities of dirt to Madison County for the construction contemplated by this Agreement;

WHEREAS, the Partnership recognizes that the construction of Reunion Parkway and the contemplated interchange will enhance the market value of the property described in Exhibit "A";



WHEREAS, Madison County recognizes that certain donations of land and dirt by the Partnership, and the participation by the Partnership in securing suitable additional donations of land and/or contributions toward the completion of the project, will facilitate the contemplated project and reduce cost to Madison County and the public, and further serve to expedite the construction and completion of the contemplated project.

WHEREFORE, PREMISES CONSIDERED, and in furtherance of the project and in consideration of the commitments of Madison County and the Partnership, respectively, set forth more fully herein, the parties respectively agree to the terms and conditions expressed herein, and upon and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Madison County has tentatively established the location of the interchange on I-55 as it relates to Reunion Parkway, and Madison County has agreed to seek requisite approvals from state and federal authorities to secure the location of the Reunion Parkway and contemplated interchange as set forth on Exhibit "B" attached hereto, the same being incorporated herein by reference.
2. The parties hereto agree that the Partnership, its successors or assigns will donate the necessary right-of-way for the construction of the interchange, as well as all reasonable and necessary construction easements across the property described in Exhibit "A" regarding the same.
3. The parties acknowledge that construction of Reunion Parkway as contemplated by the parties will require the donation of right-of-way along portions of the land described in Exhibit "A". Said right-of-way required for Reunion Parkway is expected to be approximately 200 feet wide and the Partnership agrees, subject to the terms herein set forth, to donate this right-of-way to Madison County, together with all reasonable and necessary temporary access and/or construction

easements regarding the same.

4. The parties acknowledge that construction of the interchange as contemplated by the parties will require the donation of right-of-way along portions of the land described in Exhibit "A", in addition to such other properties owned by third persons as may be affected. Said right-of-way required for the interchange will be subject to the final design and final approval of the parties hereto, but the right-of-way over and within the land described in Exhibit "A" for the interchange is expected by the parties to be approximately eleven (11) acres, and the Partnership agrees, subject to the terms herein set forth, to donate this right-of-way to Madison County, together with all reasonable and necessary temporary access and/or construction easements regarding the same.

5. The plans and specifications for the segment of Reunion Parkway from Bozeman Road to the contemplated interchange will be provided by McMaster & Associates, Inc. and subject to the approval of the parties hereto; such plans and specifications shall be completed by December 31, 2007. The plans and specifications for the contemplated interchange will be provided by the County Engineer or his designee and subject to the approval of the parties hereto; said plans and specifications shall be completed by December 31, 2007.

6. The parties hereto agree that the cost to build Reunion Parkway as set forth in this Agreement will be paid by Madison County, and that Reunion Parkway will be constructed in accordance with state and federal standards and that requisite approvals by any federal and state agencies relating to such plans, specifications and construction shall be secured in a timely manner by Madison County at Madison County's expense.

7. The parties hereto agree that the cost to build the contemplated interchange as set forth in this Agreement will be paid by Madison County, with contributions from certain third parties as set forth herein and under other separate agreements as Madison County may have with other

interested parties, and that the interchange will be constructed in accordance with state and federal standards and that requisite approvals by any federal and state agencies relating to such plans, specifications and construction shall be secured in a timely manner by Madison County at Madison County's expense. The parties specifically agree, as consideration for this Agreement, in addition to such other consideration as may be recited herein, that, pursuant to the vote of the Board of Supervisors of Madison County on June 4, 2007, the interchange as contemplated will be of what is commonly called among the parties hereto a "spuie" design, including a single point intersection and points of access from all directions, substantially similar in configuration to the interchange presently existing at Interstate 55 and Highway 463 in Madison County.

8. The parties acknowledge that construction of Reunion Parkway and the interchange as contemplated by the parties will require the donation of certain quantities of dirt. Said quantities required for the contemplated project will be subject to the final design and final approval of the parties hereto, and the Partnership agrees, subject to the terms herein set forth, to donate or secure donation of this dirt to Madison County, together with all reasonable and necessary temporary access and/or other easements regarding the same. The parties acknowledge that failure of the Reunion Parkway and interchange project to be located and constructed in substantial accordance with the present understanding and expectations of the parties, all of which serve as consideration in part for this Agreement, shall render this Agreement of no effect and, in such event, and in the event that dirt has been extracted pursuant to this paragraph, Madison County shall pay to the Partnership fair market value for the dirt so extracted.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

10. This Agreement shall be governed by the laws of the State of Mississippi. If it

becomes necessary to ensure 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. Venue for any legal action arising hereunder or between the parties as it relates to the contemplated project shall be Madison County, Mississippi.

11. The parties hereto acknowledge that one or more Memoranda of Understanding must be reached by Madison County with the Mississippi Department of Transportation, the Federal Highway Administration and/or other landowners in the area. If Madison County is unable to reach a timely agreement with said parties, or any of them, or other required approvals regarding right-of-way access for the interchange and/or Reunion Parkway, then this Agreement shall be null and void and the parties shall have no obligation whatsoever hereunder.

12. The parties hereto acknowledge that the recitations set forth herein are specific to this Agreement and that this Agreement is made and agreed solely on the promises respectively given by the parties that both Reunion Parkway and the interchanges will be designed and constructed in substantial conformity with the covenants set forth herein. Any deviation whatsoever from the terms and covenants set forth in this Agreement shall constitute a material breach of this Agreement, and in such event this Agreement shall be null and void and the parties shall have no obligation whatsoever hereunder.

13. The Partnership hereby waives 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.

14. The Partnership does hereby grant to Madison County, or its representatives, the right to enter the Partnership property for the purpose of planning Reunion Parkway.

WHEREFORE, the parties hereto have executed this Agreement as of the date of final approval by the Madison County Board of Supervisors. Execution of this Agreement in multiple counterparts will serve to make this Agreement binding upon the parties.

MINNIE J. BOZEMAN FAMILY
LIMITED PARTNERSHIP

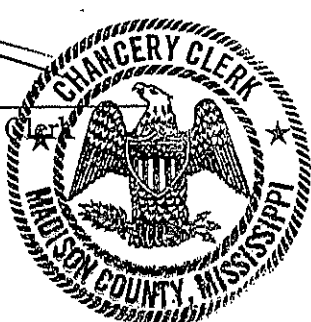
By: _____
Patsy B. Skinner, General Partner

By: _____
Richard Skinner General Partner

MADISON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

By: _____
Andy Taggart, President of the Board
of Supervisors

[Handwritten Signature]
ATTEST:
Arthur Johnston, Chancery Clerk



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2007, within my jurisdiction, the within named Patsy B. Skinner and Richard J. Skinner, who acknowledge that they are general partners of the Minnie J. Bozeman Family Limited Partnership, which owns land that is subject to this Agreement, and as such, she is duly authorized to execute the above and foregoing instrument.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

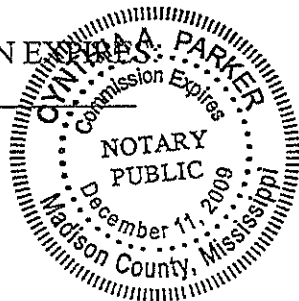
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 16 day of June, 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.

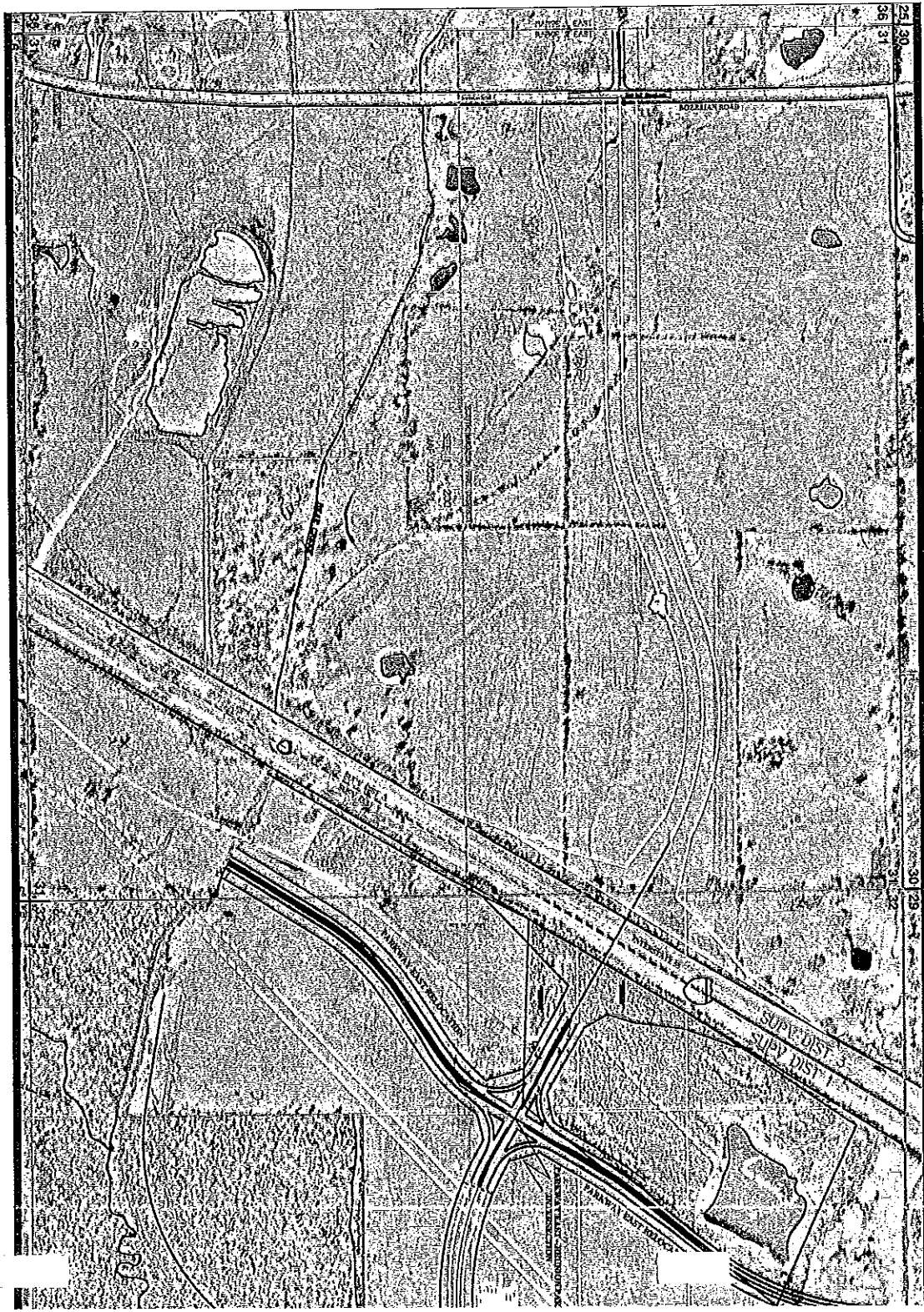
Cynthia A. Parker
NOTARY PUBLIC

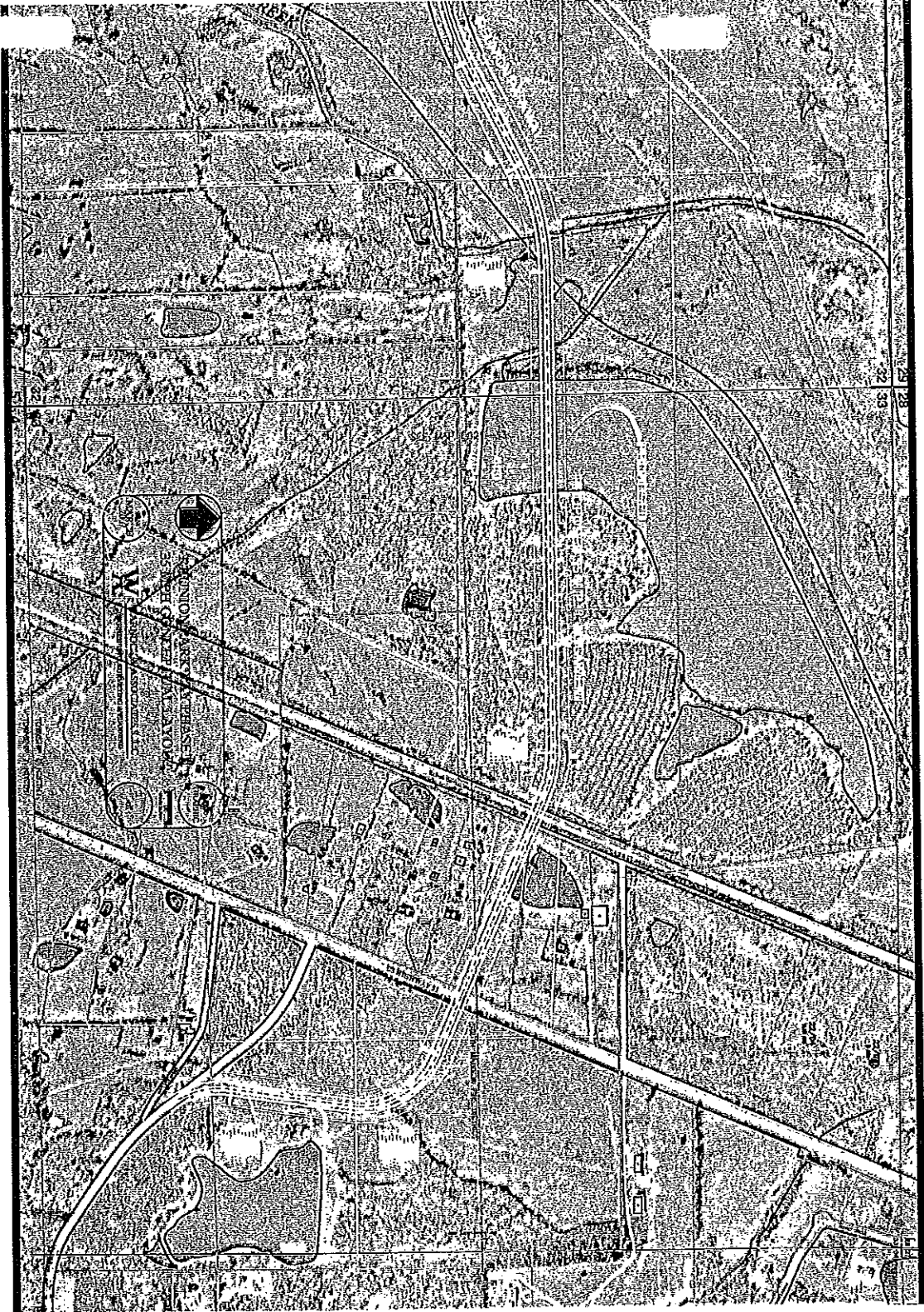
MY COMMISSION EXPIRES
12-11-09
(SEAL)



**PROPERTY
DISCRIPTION
WILL BE SUPPLEMENTED**

EXHIBIT A

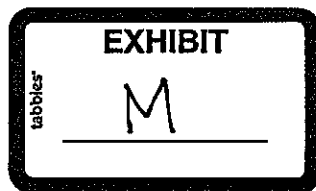




MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("Agreement") is made by and among Madison County Board of Supervisors, a body politic, hereinafter referred to as "Madison County", and St. Dominic's Health Services, Inc., hereinafter referred to as "St. Dominic," together with their successors and assigns, as outlined in this Agreement.

1. Madison County is in the process of 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. Said roadway has been designated as the "Reunion Parkway." Reunion Parkway is being developed to assist in managing the future transportation needs of central and north Madison County;
2. Madison County is also proceeding to develop an interchange ("the Interchange") at the intersection of Reunion Parkway and U.S. Interstate 55, which will require the acquisition of right of way for the Interchange in the area immediately east and west of the Interchange for Reunion Parkway itself;
3. St. Dominic owns approximately sixty-four (64) acres of property (the "St. Dominic Property"), which is adjacent to and to the east and north of the contemplated Interchange with Reunion Parkway and U.S. Interstate 55. A description of the St. Dominic Property is attached hereto as Exhibit "A" and incorporated by this reference. Reunion Parkway and the Interchange are expected to transverse portions of St. Dominic's Property, and Madison County will require rights-of-way and temporary construction easements from St. Dominic for the construction, operation, and maintenance of the Interchange and portions of Reunion Parkway.



4. In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. Madison County is planning and has entered into various agreements regarding the location of the Interchange. A rendering of the proposed location of the Interchange and the right-of-way necessary for Reunion Parkway is attached hereto as Exhibit "B" and incorporated by reference. Madison County agrees that the maximum acreage needed from St. Dominic for the entire project shall not exceed 12.5 acres. St. Dominic agrees to convey to Madison County up to 12.5 acres of permanent right-of-way for the Interchange and Reunion Parkway. As compensation for this conveyance, Madison County agrees to pay and St. Dominic agrees to accept a per-acre price equal to one-half ($\frac{1}{2}$) the amount that St. Dominic paid, on a per-acre basis, for its acquisition of the St. Dominic Property. St. Dominic further agrees to donate to Madison County all temporary construction easements necessary for construction of the portions of the Interchange and Reunion Parkway that will transverse the St. Dominic Property. The parties expressly agree and understand that, after receiving the property interests from St. Dominic, Madison County may, as necessary for the completion of the Interchange, convey to the Mississippi Department of Transportation some or all of the property interests acquired from St. Dominic.

B. The plans and specifications for Reunion Parkway relative to the St. Dominic Property will be provided by McMaster & Associates and/or Warnock & Associates and are subject to the approval of the parties to this Agreement. The plans and specifications for the Interchange and Reunion Parkway shall be completed within four (4) months from the date that this Agreement is approved by both parties.

C. Individuals executing this instrument of behalf of the parties hereto represent that

each has been duly authorized to do so by appropriate action taken by their respective Boards.

D. This Agreement shall be governed by the laws of the State of Mississippi. Any and all disputes arising out of or in any way relating to 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 negotiation, 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 out of disputes relating to this Agreement shall be Madison County, Mississippi.

E. St. Dominic hereby waives 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.

F. The parties hereto acknowledge that one or more Memoranda of Understanding must be reached by Madison County with other landowners in the area. If Madison County is unable to reach an agreement with other landowners regarding right-of-way access for the interchange and/or Reunion Parkway, then this Agreement shall be null and void.

G. 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.

H. This Agreement shall be binding upon and shall inure to the benefit of the parties

hereto, and their respective heirs, successors and assigns.

I. St. Dominic does hereby grant to Madison County, or its representatives, the right to enter its property for the purpose of planning Reunion Parkway.

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

ST. DOMINIC'S HEALTH SERVICES, INC.

By: _____
Sister Dorothea Sondgeroth

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 _____, who acknowledges that she is the _____ for St. Dominic's Hospital, which owns land that is subject to this Agreement, and as such, she is duly authorized to execute the above and foregoing instrument.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)

MADISON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

ATTEST

[Handwritten Signature]

Arthur Johnston, Chancery Clerk

By: *[Handwritten Signature]* Vice President and
[Handwritten Signature] Andy Taggart, President of the Board
of Supervisors *[Handwritten Signature]* Actig

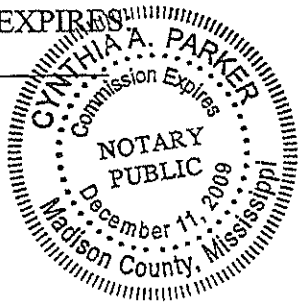


STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 18 day of July, 2007, within my jurisdiction, the within named ~~Andy Taggart~~ ^{Paul Griffin} and Arthur Johnston, who acknowledged that they are the ^{Vice} 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.

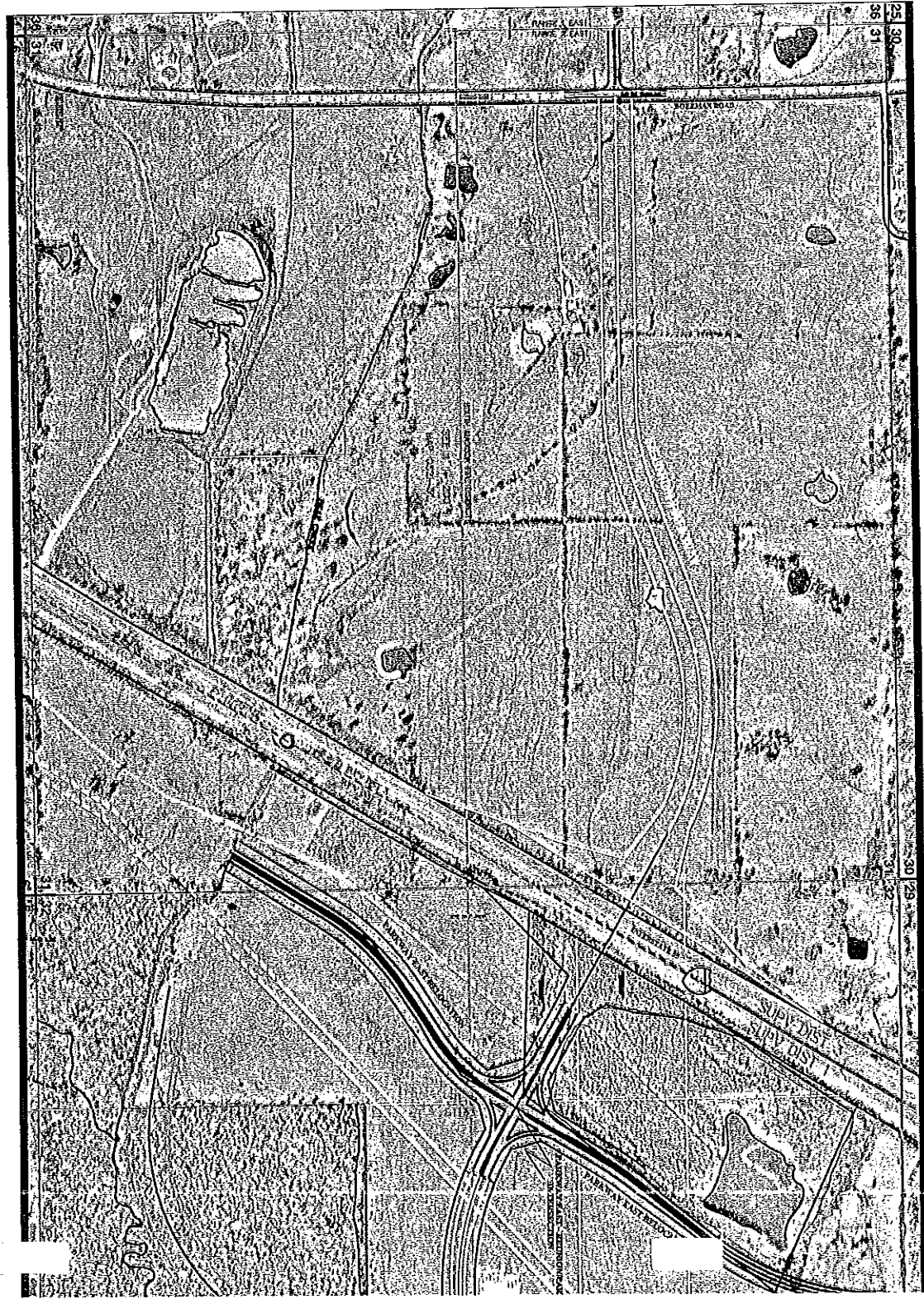
Cynthia A. Parker
NOTARY PUBLIC

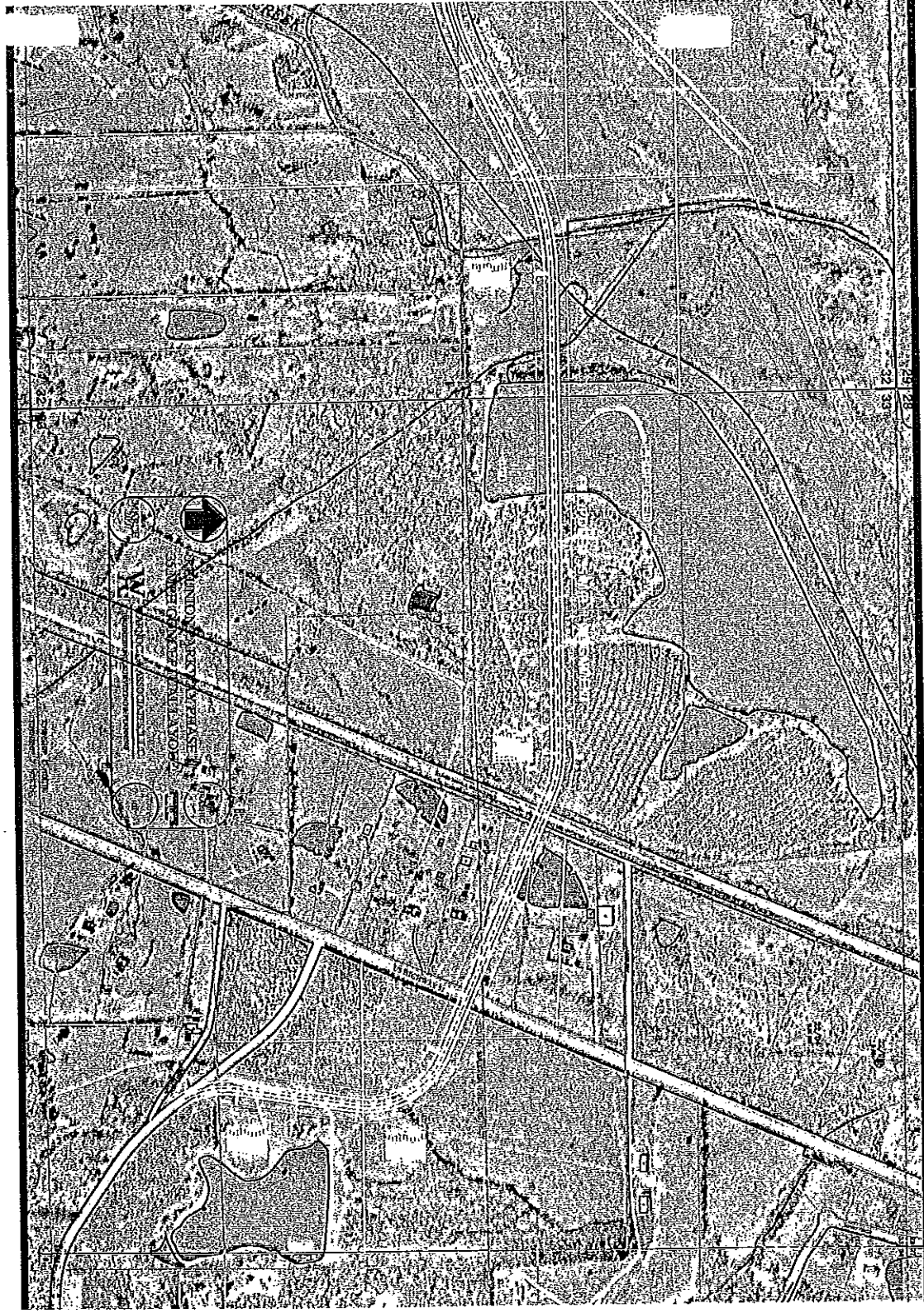
MY COMMISSION EXPIRES
12-11-09
(SEAL)



**PROPERTY
DISCRIPTION
WILL BE SUPPLEMENTED**

EXHIBIT A





- 1,000' Third St., from Monroe to Cox Ferry
 * 1,860' Second St., from Madison to Calhoun.
 900' Jackson St., from Second to Fourth.
 395' Liberty St. from Fourth
 * 500' Clark St. to Main
 * 955' Jones St., from First to Carter.
 * 720' Grishom Rd., from Railroad to Hwy 22.
 * 550' Gaines Lane, from Grishom Rd.
 233' Watson from Burden to Flora Pocahontas Rd.
 403' Burden St., from Knox to Watson.
 * 570' Jackson St., from First to Carter.
 400' Kirk Circle, from First St.
 544' Estes Drive, from First to Vernon.
 926' Sheppard Drive, from Estes to First.
 395' Monroe St., from Sheppard to First.
 * 1650' Bannerman Drive from Hwy 22.
 12,001 feet
 2.27 Miles

Up to \$50,000 from town of Flora
 R. H. P. O.

APPROVED
BY MADISON COUNTY
BOARD OF SUPERVISORS
Date 6/18/07
ARTHUR JOHNSTON, CHANCERY CLERK
BY C. Parker D.C.

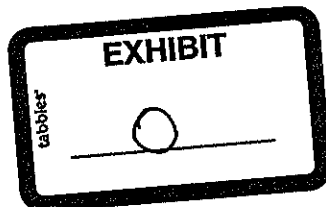
**THE FOLLOWING VEHICLES SHOULD BE DELETED
FROM THE MADISON COUNTY SHERIFF'S DEPT. THEY
WILL BE SOLD TO HOLMES COMMUNITY COLLEGE:**

- | | | |
|----|---------------------|-------------------|
| 1- | 1999 FORD CROWN VIC | 2FAFP71W2XX159802 |
| 2- | 2001 FORD CROWN VIC | 2FAFP71W81X160105 |
| 3- | 2001 FORD CROWN VIC | 2FAFP71W11X160110 |



6-13-07

HOLMES COMMUNITY COLLEGE REPRESENTATIVE



MADISON COUNTY APPROVED BY MADISON COUNTY BOARD OF SUPERVISORS

Date 6/18/07 ARTHUR JOHNSTON, CHANCERY CLERK BY [Signature] D.C.

ITEMS FOR DELETION/JUNK AFFIDAVIT

MADISON COUNTY POST OFFICE BOX 608 CANTON, MISSISSIPPI 39046

Location of Property Madison Co. Sheriff's Dept. Date: 06-13-07

Table with 4 columns: Description, Inventory Number, Cost or Purchase Value, Reason for Deletion. Rows include 1999 Ford C/V, 2001 Ford C/V, 2001 Ford C/V with handwritten inventory numbers and a value of \$20,000. Reason: Transferred To Holmes Com. College.

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

Board President Date

Inventory Control Clerk Date

[Signature] 06-13-07 Employee Responsible for Property Date

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

GIVENS UNDER MY HAND AND OFFICIAL SEAL, this the ___ day of ___, ___.

Notary Public