

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

REGULAR MEETING OF SEPTEMBER 12, 2011
Recessed from regular meeting conducted on September 6, 2011

BE IT REMEMBERED that the regular meeting of the Board of Supervisors of Madison County, Mississippi was duly convened, held and conducted on September 12, 2011, in the Board Room on the first floor of the Madison County Office Complex, 125 West North Street, Canton, Mississippi, as follows, to-wit:

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

Present:

Supervisor John Bell Crosby
Supervisor Tim Johnson
Supervisor D. I. Smith
Supervisor Karl M. Banks
Supervisor Paul Griffin
Sheriff Toby Trowbridge
Chancery Clerk Arthur Johnston
Tax Collector Kay Pace

Absent:

Also in attendance:

Interim County Administrator and Zoning Administrator Brad Sellers
Wallace Collins, CPA, Accountant
Board Secretary and Deputy Chancery Clerk Cynthia Parker
Board Attorney Eric Hamer
County Road Manager Lawrence Morris
County Engineer Rudy Warnock
E911 Director Butch Hammack
Fire Coordinator Mack Pigg
County Purchase Clerk Hardy Crunk
Chief Deputy Tax Assessor Kent Hawkins

The Board President announced that the members of the Board present constituted a quorum and declared the meeting duly convened. Mr. Gerald Steen opened the meeting with a prayer and Ms. Sylvia Thomas led the members and the audience in the Pledge of Allegiance to the Flag of the United States of America.

***In re: Approval of Increase of Assessment of 2010 Real Property
Pursuant to Miss. Code Ann. § 27-35-147 et seq.***

WHEREAS, on September 6, 2011, the Board determined that September 12, 2011 would be an appropriate date for a public hearing on the matter of increasing certain real property assessment for 2011 as to taxpayer Marc Koenigsberger in the county and did set said date for said hearing to begin at the hour of 9:00 am, and

WHEREAS, the Chancery Clerk did prepare and serve the appropriate notice thereof by regular mail to the affected property owner, and the Board does find that said notice was sufficient, and

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WHEREAS, the petition listing the property owner, the parcel number, and the amount of the proposed assessment increase is attached hereto as Exhibit A, spread hereupon, and incorporated herein by reference, and

WHEREAS, the hour of 9:00 am did arise and the Board President did declare the public hearing on said proposed increases to be open, and

WHEREAS, no one did appear to contest or protest said assessment increases,

Following discussion, Mr. Paul Griffin did offer and Mr. John Bell Crosby did second a motion to close the public hearing and approve the assessment increase for the taxpayer and parcel number as set forth in the aforesaid petition. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor Tim Johnson	Aye
Supervisor D. I. Smith	Aye
Supervisor Karl M. Banks	Not Present and Not Voting
Supervisor Paul Griffin	Aye

the matter carried by a unanimous vote of those present and the assessment of the real property reflected thereon was and is hereby approved and adopted.

SO ORDERED this the 12th day of September, 2011.

In re: Conducting a Public Hearing on the Adoption of a Budget for FY 2012 for Madison County, Mississippi and the Adoption of a Proposed Tax Levy(ies) for FY 2012 for Madison County, Mississippi

WHEREAS, the Board of Supervisors previously advertised its intent to conduct a public hearing on August 8, 2011 at 9:00 a.m. concerning the adoption of a budget and proposed tax levy(ies) for FY 2012; and

WHEREAS, the notice of said hearings was published in the *Madison County Herald*, a newspaper of general circulation in the county, said publication having occurred on August 30, September 1, and September 8, 2011, as required by law and as reflected on the Proof of Publication thereof, a true and correct copy of which is attached hereto as Exhibit B, spread hereupon and incorporated herein by reference, and

WHEREAS, said date and hour did arrive and the Board of Supervisors convened and opened the public hearing to consider the adoption of the budget and the setting of proposed tax levies for the upcoming 2011-12 fiscal year (FY 2012); and

WHEREAS, the President of the Board, Tim Johnson, declared open the public hearing on the matter of the adoption of said budget and levy, and

WHEREAS, the Board received comments and reviewed a proposed budget with Interim County Administrator Brad Sellers and also reviewed the proposed tax levies for adoption in connection with said budget, and

WHEREAS, Mr. Sellers pointed out that the proposed Tax Levy reflected no overall millage increase, and

Following additional discussion of this matter, Mr. Karl M. Banks did offer and Mr. John Bell Crosby did second a motion to (1) close the public hearing on said budget, (2) approve and adopt the budget as proposed, a true and correct copy of which is attached hereto as Exhibit C, spread hereupon and incorporated herein by reference, and (3) set and establish the levies and millage

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rates for the county as set forth on Exhibit D, spread hereupon and incorporated herein by reference. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor Tim Johnson	Aye
Supervisor D. I. Smith	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and the public hearing was and is hereby closed, the FY 2011-2012 Budget was and is hereby adopted and approved as set forth in Exhibit C, and the millage rates and tax levies reflected in Exhibit D were and are hereby set and established.

SO ORDERED this the 12th day of September, 2011.

***In re: Consideration of Replacing Culvert -
233 Church Road***

WHEREAS, Supervisors Karl M. Banks presented a request he received from Dr. Elijah Arrington requesting the county replace a concrete culvert and driveway at his home at 233 Church Road, and

WHEREAS, Mr. Banks reported that the road department had replaced the concrete culvert with gravel after tearing down a house next to Dr. Arrington, and

WHEREAS, Road Manager Lawrence Morris stated it would take approximately three (3) yards of concrete to make the repairs,

Following discussion, Mr. Karl M. Banks did offer and Mr. D. I. Smith did second a motion to authorize the Road Department to make the necessary repairs to Dr. Arrington's property and replace the concrete culvert. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor Tim Johnson	Aye
Supervisor D. I. Smith	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	No

the matter carried by a majority vote (4-2) and the Road Department was and is hereby authorized.

SO ORDERED this the 12th day of September, 2011.

***In re: Authorizing the Publication of
the FY 2011-2012 Budget***

After adoption of the FY 2011-2012 Budget earlier in the meeting, Mr. Karl M. Banks did offer and Mr. John Bell Crosby did second a motion to authorize the publication of the budget as required by law. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor Tim Johnson	Aye
Supervisor D. I. Smith	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

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the matter carried unanimously and the Chancery Clerk was and is hereby authorized to publish the FY 2011-12 Budget in accordance with law.

SO ORDERED this the 12th day of September, 2011.

In re: Consideration of Resolution Authorizing the Form of and Execution of the Development and Reimbursement Agreement - Parkway Development, Inc.

The Board of Supervisors (the "Governing Body") of Madison County, Mississippi (the County") took up for consideration the matter of approving a Development Agreement in connection with the Tax Increment Financing Plan of 2004, Madison County, Mississippi (Galleria Parkway Project), dated February 7, 2005 (the "TIF Plan"). After a discussion of the subject, Supervisor Karl M. Banks offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING THE FORM OF AND EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT BY AND BETWEEN MADISON COUNTY, MISSISSIPPI AND PARKWAY DEVELOPMENT, INC., A MISSISSIPPI CORPORATION; AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body of the County, acting for and on behalf of the County, hereby finds, determines, adjudicates and declares as follows:

1. The County and Parkway Development, Inc., a Mississippi corporation (the "Developer") desire to enter into that certain development and reimbursement agreement in substantially the same form attached to this Resolution as EXHIBIT A and reproduced fully below (the "Development Agreement"), dated as of the date executed by both the County and the Developer.
2. The County and the Developer are entering into the Development Agreement pursuant to Sections 21 45 1 et seq. of the Mississippi Code of 1972, as amended from time to time (the "TIF Act").
3. On February 7, 2005, pursuant to the authority of the TIF Act, the County approved and adopted the TIF Plan, which provides for the issuance of not to exceed the principal amount of One Million Eight Hundred Thousand Dollars (\$1,800,000) tax increment financing bonds of the County (the "Bonds") to fund certain infrastructure improvements described in the TIF Plan.
4. As authorized in the TIF Plan, the County and the Developer may contract to undertake the development and construction of necessary infrastructure improvements in order to provide needed municipal services and infrastructure to the Tax Increment Financing District Property described in the TIF Plan to encourage and foster development and redevelopment within the Tax Increment Financing District, including the installation and construction of certain infrastructure improvements and related development, all as more fully described in the TIF Plan.
5. It is necessary to approve the form of the Development Agreement and the execution thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY, AS FOLLOWS:

SECTION 1. That the Development Agreement is hereby approved in the form attached to this Resolution as EXHIBIT A and reproduced fully below, and that the President of the Governing Body and Chancery Clerk of the County are hereby authorized to execute the Development Agreement in substantially the same form, for and on behalf of the County.

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SECTION 2. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 3. For cause, this resolution shall become effective immediately upon the adoption thereof.

Following the reading of the foregoing Resolution, Supervisor John Bell Crosby seconded the motion for its adoption. The President put the question to a roll call vote, and the result was as follows:

Supervisor Tim Johnson	voted: Aye
Supervisor John Bell Crosby	voted: Aye
Supervisor D. I. Smith	voted: No
Supervisor Karl Banks	voted: Aye
Supervisor Paul Griffin	voted: Aye

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted this the 12th day of September, 2011.

SO ORDERED this the 12th day of September, 2011.

**EXHIBIT A
(to this Resolution)**

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT is made and entered into as of _____, 2011 (this "Agreement"), by and between **MADISON COUNTY, MISSISSIPPI** (the "County"), a body politic of the State of Mississippi (the "State"), and **PARKWAY DEVELOPMENT, INC.** a Mississippi corporation (the "Developer").

WITNESSETH:

WHEREAS, the Developer has and is continuing to develop a mixed use commercial project on approximately 135 acres North of the County of Madison on the East side of I-55 and South of Gluckstadt, as more particularly described in the Tax Increment Financing Plan of 2004, Madison County, Mississippi (Galleria Parkway Project) adopted by the Board of Supervisors of Madison County on February 7, 2005 (the "TIF Plan") and in EXHIBIT A hereto (the "Project");

WHEREAS, pursuant to Sections 21 45 1 et seq., Mississippi Code of 1972, as amended (the "Act"), the County is authorized to undertake redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the County in order to encourage private redevelopment therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, the Developer has requested the County to issue tax increment financing bonds, in one or more series, pursuant to the Act in a principal amount of not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000.00) in order to finance all or a part of the cost of acquiring, installing and constructing certain improvements, as more particularly described in EXHIBIT A hereto, including any necessary capitalized interest, a debt service reserve fund, and costs of issuance of the Bonds, in connection with the Project (the "Public Infrastructure Improvements"); and

WHEREAS, the Public Infrastructure Improvements cost are approximately One Million Six hundred Five Thousand Dollars (\$1,605,000); and

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WHEREAS, by resolution dated February 7, 2005, the County adopted and approved the County TIF Plan after holding a public hearing in connection therewith, and indicated its intent to proceed with the sale and issuance of the Bonds, in one or more series, in order to finance all or a part of the costs of the Public Infrastructure Improvements pursuant to the request of the Developer and by virtue of such statutory authority as may now or hereafter be conferred by the Act and as described in the County TIF Plan;

WHEREAS, at the time of the issuance and sale of the Bonds, the County intends to create a debt service reserve fund if required by the purchaser of the Bonds in connection therewith, and to partially fund such debt service reserve fund with certain incremental increases in tax revenues collected (and intended to be pledged pursuant to the TIF Plans) prior to the issuance and sale of the Bonds; and

WHEREAS, the Developer has undertaken and completed the construction of the Public Infrastructure Improvements in anticipation of the delivery of the Bonds, and as required by the Act, the County and the Developer now desire to enter into this Agreement in order to set forth the agreement between the parties for (a) the reimbursement to the Development for the construction and installation of the Project and the Public Infrastructure Improvements and (b) the sale and issuance of the Bonds by the County in order to finance all or a part of the costs of the Public Infrastructure Improvements and the costs incident to the sale and issuance of the Bonds.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. UNDERTAKINGS OF THE COUNTY. Subject to the conditions herein stated, the County agrees as follows:

a. The County will effect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

b. Funds will be segregated at the time of issuance of the Bonds. Bonds will be issued for TIF reimbursable expenditures or, improvements that have a useful life equal to or greater than the average life of the Bonds being issued. The County's obligation under the TIF Plan is based upon the Developer's representation therein.

c. The County will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an amount necessary to reimburse the Developer its costs associated with the installation, acquisition, and construction of the Public Infrastructure Improvements and to provide for any necessary capitalized interest, a debt service reserve fund, if necessary, and costs of issuance of the Bonds, pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the County and to the Purchaser (as hereinafter defined).

d. The sale or sales of the Bonds shall be by negotiated sale to one or more purchasers (the "Purchaser") or public bid determined by Bond Counsel and County advisors.

e. Pursuant to the resolution or resolutions of the County authorizing the sale and issuance of the Bonds (collectively, the "Bond Resolution"), the proceeds from any sale of the Bonds will be delivered to the County for handling and distribution according to the terms of the Bond Resolution and the Act.

f. The Bond Resolution will, among other provisions, provide that proceeds from any sale of the Bonds shall first pay the County's costs incurred in connection with the Project, which shall include but not be limited to the expenses, costs and fees incurred by the

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County in connection with the TIF Plans, and this Agreement, including costs of issuance of the Bonds and funding a reserve to pay any debt service, if necessary, on the Bonds that will be due and payable before the first Tax Increment (as defined hereinbelow) is received by the County and any reserve that may be required by the Purchasers, and then the proceeds shall next be used to reimburse the Developer for eligible costs, in an amount not to exceed \$1,800,000, for acquiring, installing and constructing the Public Infrastructure Improvements; and the remainder of the Bond proceeds, if any, shall be disbursed by the County in the manner authorized by law.

g. In accordance with the Act, the Bonds shall mature at such time or times not exceeding twenty (20) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution.

h. The Bonds will be secured by a pledge from the County of 100% of the increased real and personal property ad valorem taxes generated from within the TIF District as set forth in the TIF Plans. As used herein the term "Tax Increment" shall mean the incremental increase in tax revenues generated by the Project as provided in the TIF Plans including a pledge of a portion of the incremental increase in tax revenues derived from certain ad valorem revenues to the County generated from the "captured assessed value" (as defined in the Act) of the real and personal property comprising the Project, excluding levies for public school purposes to secure and provide for the payment of the principal of and interest on the Bonds.

i. Costs of issuance for the Bonds, including, but not limited to, the fees and expenses of County Counsel, Bond Counsel and the County's Financial Advisor, will be paid from the proceeds of the Bonds; provided, however, that if the Bonds are not issued and this Agreement is terminated as provided in Paragraph 5 hereof, fees and expenses incurred by County Counsel, Bond Counsel and Financial Advisor will be paid as provided in Paragraph 5 hereof.

j. Within a reasonable time after adoption of all proceedings of the County required by the Act for the sale and issuance of the Bonds, the County may submit the same for validation under the provisions of Sections 31 13 1, et seq., Mississippi Code of 1972, as amended, and may prosecute said validation proceedings and secure therein a final decree of the Chancery Court of Madison County, Mississippi validating the Bonds.

k. The County's obligation to reimburse the Developer under this Agreement is further limited to Developer's actual costs to acquire, install, and construct the Public Infrastructure Improvements as defined in EXHIBIT A hereto, including professional fees and other incidental costs necessary for the acquisition, installation, and construction of the infrastructure. Furthermore, the County's obligation to expend funds or reimburse the Developer is expressly limited to funds available under this Agreement from Bond proceeds derived from any sale and delivery of the Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement.

2. UNDERTAKINGS OF THE DEVELOPER. Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer, and/or its agents, has timely caused the construction and installation of the Project in accordance with the TIF Plans and as set forth in EXHIBIT A, and in accordance with the building codes of the County and all other applicable standards, laws and regulations.

b. The Developer, and/or its agents, has timely caused to be constructed and installed the Public Infrastructure Improvements in accordance with the building codes of the County and all other applicable standards, laws and regulations of the County and as otherwise required under State law. The Developer has submitted plans and specifications with respect to the Public Infrastructure Improvements to the County and such plans and specifications have been approved by the County.

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c. The Developer has prepared and filed with the County a Preliminary Plat and Final Plat in connection with the Project in accordance with the County's zoning and subdivision regulations.

d. In connection with the construction and installation of the Project and the Public Infrastructure Improvements, the Developer has obtained all necessary approvals from all applicable State, County, federal and other governmental agencies.

e. The Public Infrastructure Improvements described in EXHIBIT A have been constructed and installed to County standards to and been dedicated or conveyed to the County, if applicable.

f. The Developer shall maintain separate records on the costs of the Project and the Public Infrastructure Improvements in a manner so as to aid the County in accounting for costs eligible for reimbursement under this Agreement and shall continue to maintain such records for the life of any bonds issued by the County and shall have such records available to the auditor of the County. The Developer also agrees that if an audit is conducted which requires additional records to support the findings of any audit, the Developer will cooperate in providing additional records. In the event the audit finds that the Developer's records do not support reimbursements received from the County, the Developer shall remit or reimburse to the County the amount of funds in question.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. The Developer acknowledges and agrees that the County's obligation to issue and close the Bonds and reimburse the Developer pursuant to this Agreement is expressly subject to the conditions precedent that the Developer (i) has obtained all required approvals of the Preliminary Plat in connection with the Project; (ii) shall have the plans and specifications for the Public Infrastructure Improvements described in EXHIBIT A have been approved by the County; and (iii) at the Developer's own costs, have substantially completed acquisition, installation and construction of the Project and Public Infrastructure Improvements described in EXHIBIT A, in compliance with the County's standards, codes and ordinances. Upon satisfaction of the requirements of this Paragraph 3, the County agrees to use its best efforts to timely sell and issue the Bonds on a schedule mutually acceptable to the County and the Developer. The County further agrees to issue Bonds at the request of the Developer, in one or more series, as certain phases of the Public Infrastructure Improvements and the Project have been completed and in such amounts and terms necessary for the marketing of the Bonds to be issued during each phase or series.

4. LIMITED OBLIGATION. The Bonds will be limited obligations of the County payable solely from the pledged Tax Increment. The Bonds will be secured by a pledge from the County of 100% of the increased real and personal property ad valorem taxes generated from within the boundaries of the TIF District and as set forth in the TIF Plan of the County. Except for the pledged Tax Increment, neither the full faith and credit or taxing power of the County nor the full faith and credit or taxing power of the State or any political subdivision thereof, including the County, is pledged to the payment of the Bonds.

5. TERMINATION. If the Bonds are not issued and delivered on or before five (5) years from the date hereof (or such other date as shall be mutually agreed upon in writing by the County and the Developer), this Agreement shall thereupon terminate. This Agreement may also be terminated by written agreement of the parties hereto. Upon termination of this Agreement related to any failure to fulfill the conditions precedent in Paragraph 3 above, it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the County, County Counsel, Bond Counsel and Financial Advisor to the County in relation, directly or indirectly, to the sale and issuance of the Bonds, recognizing that the County does not have the authority to pay such costs except from the proceeds of the Bonds.

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6. ADDITIONAL PROVISIONS.

a. This Agreement has been made by the County and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall enure to the benefit of the County and the Developer and their respective successors and assigns.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the County and the Developer with the authorization of the Board of Supervisors.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the 12th day of September, 2011.

**EXHIBIT A
(to this Development Agreement)**

PUBLIC INFRASTRUCTURE IMPROVEMENTS: The Improvements necessary to induce and support the Developer's Project are defined as follows:

THE PUBLIC INFRASTRUCTURE IMPROVEMENTS NECESSARY TO INDUCE AND SUPPORT THE DEVELOPER'S PROJECT ARE DEFINED AS FOLLOWS:

Certain construction and acquisition of right of way of a six lane divided thoroughfare from the southern line of the NE ¼ of Section 6, Township 7 North, Range 2 East, Madison County, northerly more or less to Bear Creek, together with certain utilities associated with the Project, including water and sewer lines.

THE DEVELOPER'S PROJECT (ALSO SOMETIMES REFERRED TO HEREIN AS THE "GALLERIA PARKWAY PROJECT") IS DEFINED AS FOLLOWS:

The construction of a six lane divided thoroughfare from the southern line of the NE ¼ of Section 6, Township 7 North, Range 2 East, Madison County, northerly more or less to Bear Creek, and mixed use commercial development of various frontage and interior parcels of property, including, but not limited to hotel/motel sites, restaurant sites, high and low density

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retail shopping sites, office building sites, and other service businesses, all located within approximately 135 acres within the County, as more particularly described in Exhibits 1 and 2 attached hereto (hereinafter, the "Project" or the "Developer's Project").

In re: Approval of Claim of Lee Nutt

WHEREAS, Sheriff Toby Trowbridge on behalf of E911 Director Butch Hammack appeared before the Board and requested the Board approve payment of claim to Mr. Lee Nutt for damages sustained to a vehicle owned by him while traveling along Spring Road Extension, and recommended approval of same, and

WHEREAS, Sheriff Trowbridge reported that damage was due to known potholes about which the county had been previously advised, and had caused damage to both engine mounts being blown,

Following discussion, Mr. Karl M. Banks did offer and Mr. D. I. Smith did second a motion to approve the claim for damages submitted by Mr. Lee Nutt in the amount of \$963.00. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor Tim Johnson	Aye
Supervisor D. I. Smith	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said claim was and is hereby approved and the Chancery Clerk was and is hereby authorized to issue a pay warrant accordingly.

SO ORDERED this the 12th day of September, 2011.

In re: Acknowledge Receipt of Funds for Housing Prisoners and Other Services; and Authorization of Board President to Execute Invoice

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

<u>Entity</u>	<u>Amount</u>
Sale of Calling Cards (Jail)	\$ 5,000.00
Sale of Calling Cards (Jail)	\$ 3,680.00
Valley Foods	\$ 1,587.54
Valley Foods	\$ 2,031.46
Sharkey County	\$ 801.00
City of Canton	\$ 5,635.12
Securus	\$11,233.11
City of Ridgeland	\$ 1,497.66
State of Mississippi	\$ 5,240.00
Town of Flora	\$ 1,412.20
City of Madison	\$ 3,265.12
City of Vicksburg	\$ 6,539.87

Thereafter, Sheriff Trowbridge requested the Board authorize the Board President execute an invoice in the amount of \$13,820.00 unto Mississippi Department of Corrections for housing of prisoners,

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Mr. Karl M. Banks did offer and Mr. John Bell Crosby did second a motion to (1) acknowledge receipt of said checks and (2) authorize the Board President to execute said invoice. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor Tim Johnson	Aye
Supervisor D. I. Smith	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and said checks were and are hereby acknowledged and the Board President was and is hereby so authorized.

SO ORDERED this the 12th day of September, 2011.

THERE BEING NO FURTHER BUSINESS to come before the Board of Supervisors of Madison County, Mississippi, upon motion duly made by Supervisor Karl M. Banks and seconded by Supervisor John Bell Crosby and approved by the unanimous vote of those present, the meeting of the Board of Supervisors was recessed until Monday, September 26, 2011 at 9:00 am for the purpose of consideration of a Claims Docket and any other business which may properly come before the Board.

Tim Johnson, President
Madison County Board of Supervisors

Date signed: _____

ATTEST:

Arthur Johnston, Chancery Clerk

President's Initials: _____

Date Signed: _____

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