

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
June 6, 2017
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

May 16, 2016 Board Minutes

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

May 15, 2017 Work Session Minutes

1. AGENDA ITEMS

- a) Approve a Variance to Section 7.iii of the Automatic Sprinkler System Ordinance for Dallas Body Shop on the condition that the Indemnity Agreement signed by the Applicant
- b) Discuss and Consider the Pinebrook Apartments Remodel
- c) Approve request by Hemphill Construction/Renaissance Phase 3, LLC to utilize a portion of the round-a-bout as a truck route for the construction of Renaissance Phase 3

2. CONSENT ITEMS

- a) Amend Promotional Requirements for Ridgeland Fire Department
- b) Position Vacancy - Deputy Fire Chief
- c) Declare Surplus Property (Police Department)
- d) Accept Donation from Cline Tours
- e) Approve Special Event Permit for Mississippi Hispanic Association - Run to the Latin Beat 5K
- f) Authorize the Mayor to sign Change Order No.3 to the City Center Site Development - Phase 1 project to extend the contract time to coincide with the Lease Agreement for the Temporary Surplus Site
- g) Approve Preliminary Plat and Covenants for North Livingston Trails

- h) Accept Checks for ARES for Keep Ridgeland Beautiful Shoe Drive
- i) Approve Site Plan / Architectural Review for Porter 51 (Northwest corner of Hwy51 and Jackson Street)
- j) Approve Payment of Invoice for Canadian National-Illinois Central Railroad for Lake Harbour Drive Extension at Grade Crossing Improvements
- k) Approve Lake Harbour Drive Extension CE&I Contract with Waggoner Engineering, Inc.
- l) Entertainment Contract for Celebrate America Balloon Glow
- m) Accept May 2017 Privilege License Report
- n) Approve Memorandum of Understanding for East Lake Harbour Drive Rehabilitation

3. PAYMENT OF CLAIMS

- a) Claims 138662 - 139067 and May 26, 2017 Excluding Costco Related Charges in Claim # 138947 (\$630.00) Payroll (\$1,655,269.25)
- b) Payment of Costco Related Charges (\$630.00) in Claim #138947

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

City Attorney Services thru May 26, 2017

MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
May 16, 2017
6:00 PM

The Mayor opened the May 16, 2017 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Scott Jones, Alderman Ken Heard, Alderman D.I. Smith, Alderman Chuck Gautier, Alderman Wesley Hamlin (via telephone), Alderman Kevin Holder. Absent was Alderman Brian Ramsey. The meeting was opened with an invocation by Alderman Kevin Holder followed by the pledge of allegiance.

The Mayor and Board were provided the April 2017 Financial Statement and the May 2017 Sales Tax Report.

Next came the matter of accepting the Minutes of the May 1, 2017 Work Session and the May 2, 2017 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

(Alderman Chuck Gautier left the meeting and recused himself to avoid a conflict of interest.)

Next came the consideration of a Special Event Permit for Kerioth Corporation for Movies in the Park at Township. Alderman Ken Heard moved to approve. The Motion was seconded by Alderman D.I. Smith and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman D.I. Smith

Nay(s): None

Absent: Alderman Chuck Gautier and Alderman Brian Ramsey

The Mayor then declared the Motion carried. A copy of the Special Event Permit is attached hereto as Exhibit "A".

Next came the consideration of a Special Event Permit for Fleet Feet Sports for The Big Run. Alderman Kevin Holder moved to approve. The Motion was seconded by Alderman D.I. Smith and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman D.I. Smith

Nay(s): None

Absent: Alderman Chuck Gautier and Alderman Brian Ramsey

The Mayor then declared the Motion carried. A copy of the Special Event Permit is attached hereto as Exhibit "B".

(Alderman Chuck Gautier joined the meeting.)

Item "k" was removed from the Consent Agenda to be considered at a later date. City Attorney Jerry Mills provided an update and there was discussion regarding the issue. Item "p" was removed from the Consent Agenda to be voted on as a separate item.

Next came the consideration of the Consent Agenda. Alderman Chuck Gautier moved to approve. The Motion was seconded by Alderman Ken Heard and a vote was taken thereon as follows:

- a) Approve Hemphill Construction as the Lowest and Best Bidder for the City Center Temporary Surplus Lease Site and Authorize the Mayor to Sign a Lease Contract Between the City of Ridgeland and Hemphill Construction for a Period of Two (2) Years with the Option to Renew Each Year for an Additional Three (3) Years - *Order Attached Hereto as Exhibit "C"*
- b) Approve Special Event Permit for Bike Crossing - 100 Miles of Mayhem - *Order Attached Hereto As Exhibit "D"*
- c) Approve Special Event Permit for Elite Motorcars - BBQ Competition - *Order Attached Hereto As Exhibit "E"*
- d) Approve Balloon Glow Contract with Canton Convention & Visitors Bureau - *Order Attached Hereto As Exhibit "F"*
- e) Approve Renewal of Recycling Contract with Waste Management for Additional Year - *Order Attached Hereto As Exhibit "G"*
- f) Approval Renewal of Solid Waste Contract with Waste Management for Additional Year - *Order Attached Hereto As Exhibit "H"*
- g) Approve Surplus Property for Public Works Department - *Resolution Attached Hereto As Exhibit "I"*
- h) Approve Consultant Selection for Lake Harbour Drive Extension Selection Committee Recommendation for CE&I Professional Services Based on Selection Committee Recommendation Pending MDOT Concurrence - *Order Attached Hereto As Exhibit "J"*
- i) Approve Fifth Amendment Lease Agreement for New Cingular Wireless on Old Canton Road Tank - *Order Attached Hereto As Exhibit "K"*
- j) Approve East Lake Harbour Drive Preliminary Engineering Contract with Waggoner Engineering, Inc. - *Order Attached Hereto As Exhibit "L"*
- k) Bonding Requirement and Approve Hemphill Construction Truck Route on Highland Colony Parkway - **REMOVED FROM CONSENT AGENDA**
- l) Approve Interlocal Agreement with Madison County for Rehabilitation of Old Agency Road - *Order Attached Hereto As Exhibit "M"*
- m) Receive April 2017 Privilege License Report - *Order Attached Hereto As Exhibit "N"*
- n) Accept Fiscal Year 2016 Audit Report - *Order Attached Hereto As Exhibit "O"*
- o) Establish Selection Committee for Lake Harbour East Drive - *Order Attached Hereto As Exhibit "P"*

Alderman Ken Heard seconded the motion and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman D.I. Smith
Nay(s): None
Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

Next came the consideration of special approval for Foley Products to utilize the free flow right land of round-a-bout to access I55. Alderman Scott Jones moved to grant the special approval contingent that an evaluation can be conducted to evaluate the condition and identify specific damages. The motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Kevin Holder, Alderman Scott Jones
Nay(s): Alderman Ken Heard, Alderman D.I. Smith
Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

Next came the payment of Claims #138249 - 138661 and May 12, 2017 Payroll (\$1,838,071.64). Alderman Scott Jones moved to approve. The Motion was seconded by Alderman Ken Heard and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman D.I. Smith
Nay(s): None
Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

The Mayor announced the need to go into Executive Session to discuss continued litigation.

Alderman Ken Heard moved to go into Closed Session to discuss the need of going into Executive Session to discuss continued litigation. The motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman D.I. Smith
Nay(s): None
Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

CLOSED SESSION

Alderman Scott Jones moved to go into Executive Session to discuss continued litigation. The motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman D.I. Smith
 Nay(s): None
 Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

It was announced the Mayor and Board of Aldermen were going into Executive Session to discuss continued litigation.

EXECUTIVE SESSION

Alderman Chuck Gautier moved to authorize the Mayor to sign the proposed settlement agreement once signed by Van Mark Apartments. Alderman Ken Heard seconded the motion and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman D.I. Smith
 Nay(s): None
 Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

Alderman Scott Jones moved to leave Executive Session. Alderman Chuck Gautier seconded the motion and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Scott Jones, Alderman D.I. Smith
 Nay(s): None
 Absent: Alderman Brian Ramsey

The Mayor then declared the Motion carried.

The Mayor announced that the action taken by the Board of Aldermen during the Executive Session.

There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:26 pm.

WITNESS MY SIGNATURE, this the _____ day of May, 2017.

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF RIDGELAND
MAY 15, 2017
6:00 P.M.**

The Mayor opened the work session of May 15, 2017 of the Mayor and Board of Aldermen. Present were Mayor Gene McGee, Alderman D. I. Smith, Alderman Scott Jones, Alderman Chuck Gautier, Alderman Wes Hamlin, Alderman Kevin Holder, Alderman Ken Heard, City Attorney Jerry Mills, and City Clerk Paula Tierce. Absent was Alderman Brian Ramsey.

Tommy Lindley of Haddox Reid presented the audit report for Fiscal Year 2016.

Alderman Chuck Gautier left the meeting while Agenda Items “a” and “b” were discussed.

The Mayor presented the proposed agenda, attached hereto as Exhibit “A”. Each item was discussed with no action being taken by the Mayor & Board of Aldermen. The acceptance of the audit report for Fiscal Year 2016 was added to the Consent Agenda.

The meeting concluded at 6:52 p.m.

WITNESS MY SIGNATURE, this the _____ day of May, 2017.

Mayor Gene F. McGee

ATTEST:

Paula Tierce, City Clerk

***Richard Wayne Dallas
Sherry Lea Dallas
743 Ridgewood Road
Ridgeland, MS 39157***

April 27, 2017

Alan Hart, Director
City of Ridgeland Community Development
304 Hwy. 51
Ridgeland, MS 39157

RE: Proposed Variance

Dear Mr. Hart:

We request to be placed on the agenda for the next meet so that our request for a variance regarding the sprinkler system in our building located at 743 Ridgewood, Ridgeland, MS 39157, might be discussed.

Thank you for your assistance.

Sincerely,



Richard Wayne Dallas

/RWD

INDEMNITY AGREEMENT

This Indemnity Agreement (this "Agreement") is made and entered into as of April ____, 2017, by and between Richard Wayne Dallas and Sherry Lea Dallas, individual residents of Ridgeland, Mississippi (the "Indemnitors"), and the City of Ridgeland, Mississippi (the "Indemnatee").

WHEREAS, Indemnitors desire to remodel their Commercial Building located at 743 Ridgewood Road, Ridgeland, Mississippi 39157 (the "Building");

WHEREAS, the International Building Code regulations as adopted by Indemnatee (the "Regulations") require that a fire sprinkler system be installed throughout the Building.

WHEREAS, Indemnitors desire to obtain a variance from the Regulations so that the Indemnitors will not be required to fully sprinkle the Commercial Building located at 743 Ridgewood Road, Ridgeland, Mississippi 39157. (the "Variance");

WHEREAS, Indemnatee is willing to grant the Variance to Indemnitors upon the condition that the Indemnitors indemnify and hold Indemnatee harmless from any and all claims that may arise against Indemnatee as a result of the grant of the Variance; and

WHEREAS, in consideration of Indemnatee's grant of the Variance, the Indemnitors agree to indemnify and hold harmless the Indemnatee for any loss or damage arising out of the grant of the Variance as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant, contract and agree as follows:

1. Definitions. As used in the Agreement, the following terms shall have the following meanings:

- (I) "Legal Action" means any claim, action, cause of action, suit or similar proceedings, whether administrative or judicial in nature, by any person or party, arising out of or in connection with respect to the Variance.
- (ii) "Losses" means any and all obligations, debts, damages, costs, expenses, fines, penalties, charges, judgments, awards and fees (including but not limited to reasonable attorney fees), arising out of or in connection with any Legal Action, including interest on any unpaid sums.

2. Indemnification. The Indemnitors shall indemnify, defend and hold harmless the Indemnatee from and against any and all Losses and/or Legal Action of every kind, nature and description paid, sustained or incurred by the Indemnatee with respect to the grant of the Variance.

3. Notification. In the event any Legal Action is made to or against the Indemnitee with regard to the Variance, the Indemnitee shall give notice to Indemnitors promptly in writing of the existence and nature of such Legal Action, and Indemnitors shall promptly assume the defense thereof (the "Defense"), including, with the consent of the Indemnitee, which consent shall not be unreasonably withheld, the employment of counsel, the payment of all actual expenses and the right to negotiate a consent to settlement of any such Legal Action. Indemnitors shall be liable for any payment of any settlement of any such Legal Action.

4. Payment of Losses. Losses for which the Indemnitee is indemnified hereunder shall be reimbursable to the Indemnitee as incurred without any requirement of waiting for the ultimate outcome of any Legal Action or other proceeding, and the Indemnitors shall pay the Losses to the Indemnitee as incurred within ten (10) days after notice from the Indemnitee itemizing the amounts incurred to the date of such notice. Indemnitee shall provide copies of any invoices and other supporting documents substantiating the itemized amounts upon Indemnitors' request.

5. Term of Agreement. This Agreement and the indemnity obligations provided for herein shall continue in full force and effect for as long as the Variance is in effect.

6. Assignment. This Agreement may be assigned by Indemnitors to any individual or entity becoming owner of the Building without further obligation of the Indemnitor hereunder from the date of such assignment.

7. Notices. Each notice, request and communication required under this Agreement shall be in writing and shall be deemed to have been received upon the expiration of three (3) business days from deposit in the U.S. mail to the following address:

If to Indemnitors: Richard Wayne Dallas
743 Ridgewood Road
Ridgeland, MS 39157

Sherry Lea Dallas
743 Ridgewood Road
Ridgeland, MS 39157

If to Indemnitee: City of Ridgeland
304 Hwy. 51
Ridgeland, MS 39157

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

9. Time of the Essence; Binding Effect. Time is of the essence in the performance of the terms and conditions of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors, heirs and assigns.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same Agreement.

INDEMNITEE

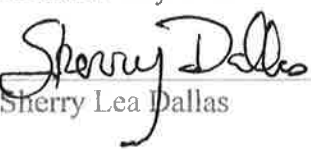
INDEMNITORS

CITY OF RIDGELAND, MISSISSIPPI

By: _____

Its: _____

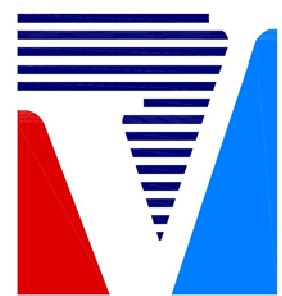


Richard Wayne Dallas


Sherry Lea Dallas

Existing Photo

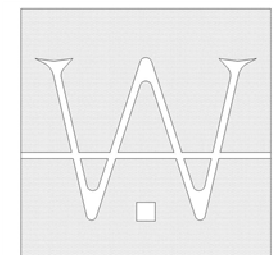




VENTURE SOUTH
CONSTRUCTION COMPANY

P.O. BOX 16549
JACKSON, MS 39236-6549
601-368-9407 / 601-368-9107 FAX

DALLAS
BODY SHOP



WOOLDRIDGE & ASSOCIATES
368 HIGHLAND COLONY PARKWAY
RIDGELAND, MS 39157
601-209-8665

**MINUTES OF A MEETING OF THE ARCHITECTURAL REVIEW BOARD
OF THE CITY OF RIDGELAND, MISSISSIPPI**

A meeting of the Architectural Review Board of the City of Ridgeland, Mississippi, (the "Board"), was duly called, held, and conducted on Tuesday May 23, 2017 at 6:00 o'clock P.M. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

.....

The following members were present, to-wit:

Bill Dicken, Chairman
Connie Suber
Randy Knouse

Members Absent:

Donald Pendergrast
Alex Ross
Tom Bobbitt
Ron Blaylock
Glenn Ray

Also attending:

Matt Dodd, City Planner

The meeting was called to order by Chairman Dicken. Chairman Dicken led the invocation. It was determined by the members present that there was not a quorum.

The first item on the agenda was **PINEBROOK APARTMENTS**. The project was presented by **Mr. Craig Taylor** with **Freeman Webb**. The project is located at **109 Pine Knoll Drive**. The applicant is requesting approval to replace the exterior siding on the apartment buildings. The applicant is proposing to replace the existing cedar shake siding with a vinyl siding.

Chairman Dicken opened the floor for a motion. Randy Knouse made a motion to deny the project. Connie Suber seconded the motion and a vote was taken thereon as follows:

Alex Ross	Absent
Tom Bobbitt	Absent
Ron Blaylock	Absent
Donald Pendergrast	Absent
Randy Knouse	Aye
Glenn Ray	Absent
Connie Suber	Aye

Chairman Dicken then declared the motion to deny the project carried.

The second item on the agenda was **CHINESE CHRISTIAN CHURCH OF GREATER JACKSON**. The project was presented by **Mr. Duanjuan Lu**. The project is located at **805 Old Agency Road**. The applicant is requesting approval to construct a new storage building.

Chairman Dicken opened the floor for a motion. Connie Suber made a motion to approve the project contingent upon the applicant changing the door material to metal or hardie board. Randy Knouse seconded the motion and a vote was taken thereon as follows:

Alex Ross	Absent
Tom Bobbitt	Absent
Ron Blaylock	Absent
Donald Pendergrast	Absent
Randy Knouse	Aye
Glenn Ray	Absent
Connie Suber	Aye

Chairman Dicken then declared the motion to approve the project carried.

The last item on the agenda was **PORTER 51**. The project was presented by **Mr. Daniel Wooldridge and Mr. Steve Horn**. The project is located on the corner of **Hwy. 51 and W. Jackson Street**. The applicant is requesting approval to construct a new mixed-use building.

Chairman Dicken opened the floor for a motion. Randy Knouse made a motion to approve the project contingent upon the applicant submitting a lighting plan that will not negatively impact the adjacent properties as well as making sure to screen all utilities and HVAC units from view. Connie Suber seconded the motion and a vote was taken thereon as follows:

Alex Ross	Absent
Tom Bobbitt	Absent
Ron Blaylock	Absent
Donald Pendergrast	Absent
Randy Knouse	Aye
Glenn Ray	Absent
Connie Suber	Aye

Chairman Dicken then declared the motion to approve the project carried.

The minutes from the May 9th meeting were then read and approved by the board. There being no further business to come before the board, the meeting was adjourned.

Bill Dicken, Chairman

ATTEST:

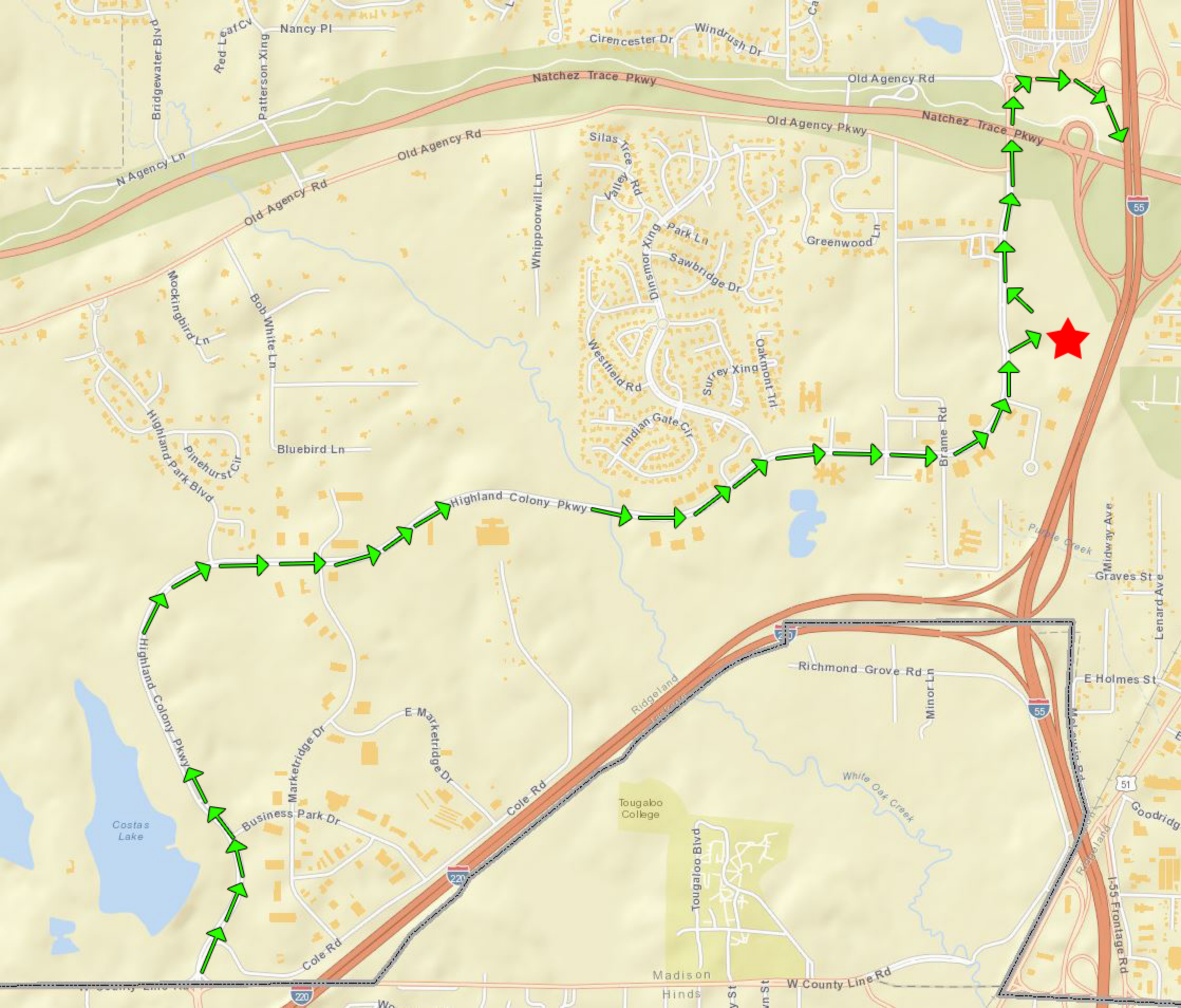
Connie Suber, Secretary













fire department

May 19, 2017

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Matt Bailey, Fire Chief *MB*
SUBJECT: Promotional Requirements

I have attached the Fire Department Operational Guidelines outlining the job descriptions and qualifications for Captain, Lieutenant, Sergeant and Firefighter II with proposed changes highlighted for your consideration.

Your approval of these changes will be greatly appreciated.

Attachments (4)

mailing address: p.o. box 361 • ridgeland, ms 39158
street address: 456 town center boulevard • ridgeland, ms 39157
ph: 601.856.7004 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Matthew Bailey - fire chief

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo, mayor - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

FIRE CAPTAIN

Nature of Work

This is supervisory firefighting work with management responsibilities. An employee of this class has responsibility for the supervision, discipline, and training of a shift of firefighters. Incumbent exercises direct supervision of the men/women assigned. Work involves the performance of a wide variety of duties, including inspection of assigned fire station, equipment, personnel, and public and private buildings. Routine duties are performed with a degree of independence within established departmental rules and regulations, but under the general supervision of the Fire Chief. Employees of this class are expected to use resourcefulness and initiative in meeting and resolving emergencies without direct supervision. Work is reviewed by observation of work in progress and of results obtained as well as inspection of records.

This position is classified as "non-exempt" under the guidelines set forth in the Fair Labor Standards Act and is eligible to earn overtime for any hours actually worked over 212 in a pre-defined 28-day pay cycle. Incumbent is included in the Ridgeland Physical Agility Training (RPAT) program. Incumbent is subject to random drug screening.

Illustrative Examples of Work

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

Respond to all fire alarms and other emergency calls assigned to the station. Make the decision as to the method and requirements for combating fires. Direct firefighting activities until relieved by a superior officer.

Supervise and participate in laying hose lines, directing water streams, placing ladders, ventilating buildings, rescuing persons, and salvage operations.

Ensure that all station equipment is in condition of readiness and is returned to proper place after a fire has been extinguished.

Supervise and participate in the care and cleaning of quarters, equipment, and apparatus at a fire station. Conduct roll call, inspect personnel, and maintain discipline.

Inspect businesses, commercial and manufacturing establishments, churches, schools etc. to become familiar with their structural layout to pre-plan for fire suppression, to locate possible fire hazards, and the firefighting problems they present.

Identify work to be completed, develop work schedules, and assign personnel to tasks.

Perform incidental clerical work such as making reports of fires, activities of the station, preparation of requisitions for supplies, processing various types of personnel actions and other personnel functions.

Drive firefighting apparatus to and from fires when needed.

Make accurate diagnosis of mechanical trouble on all types of fire department apparatus and monitor the performance of equipment for needed emergency adjustments and repairs.

Attend advanced firefighting schools and fire equipment schools.

Evaluate skill levels of personnel and identify training requirements.

Assist in organizing and conducting recruit and in-service training for firefighting personnel.

Perform other duties as assigned.

Desirable Knowledge, Abilities and Skills

Considerable knowledge of the principles, methods, and equipment used in firefighting, rescue operations, and fire prevention;

Considerable knowledge of the municipal fire laws;

Considerable knowledge of the City of Ridgeland and departmental policies, procedures, and regulations;

Considerable knowledge of the location of streets, fire hydrants, principle buildings and of the general type of building construction and usage in assigned district;

Considerable knowledge of the operating characteristics and maintenance and service requirements of firefighting equipment and apparatus;

Working knowledge of the occupational hazards and proper safety precautions for the safe performance of the job;

Ability to assign and supervise effective use of firefighting equipment, apparatus, and personnel;

Ability to express ideas effectively, both orally and in writing;

Ability to prepare clear and concise reports, both orally and in writing;

Ability to establish and maintain effective working relations as necessitated by work assignments;

Required Education and Experience

Graduate from an accredited high school or equivalent and at least seven (7) years experience in firefighting with the last four (4) years serving as an officer with the City of Ridgeland Fire Department.

AND

1. Ridgeland Firefighter II;
2. Smoke Diver (Required);
3. EMT Certification;
4. Fire Officer I & II NFPA 1021;
5. Hazardous Materials Technician NFPA 472;
6. Certified state or national fire command tactical class(es) (minimum 40 hours);
7. NFPA 1521 Fire Department Safety Officer;
8. One additional state or national certified fire command tactical class (minimum 40 hours); and
9. Valid Mississippi driver's license.

**FIRE CAPTAIN
TRAINING OFFICER/SAFETY OFFICER**

Nature of Work

This is supervisory and skilled firefighting work. An employee of this class has responsibility for developing and managing a comprehensive training program for all fire department personnel. Incumbent observes fire department activities and researches professional references to establish training needs. Routine duties are performed with a degree of independence within established departmental rules and regulations, but under the general supervision of the Fire Chief. Employees of this class are expected to use resourcefulness and initiative in meeting and resolving emergencies without direct supervision. Work is reviewed by observation of work in progress and of results obtained as well as inspection of records.

This position is classified as "non-exempt" under the guidelines set forth in the Fair Labor Standards Act and is eligible to earn overtime for any hours actually worked over 212 in a pre-defined 28-day pay cycle. Incumbent is subject to random drug screening.

Essential Functions

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

Develop departmental training curriculum.

Develop lesson plans and teaching outlines for training classes. Supervises delivery of training programs and teaches classes.

Organize and conduct recruit and in-service training programs for firefighting personnel.

Evaluate training program effectiveness and individual progress.

Maintain training records for fire department personnel.

Attend advanced fire service classes.

Maintain current knowledge of equipment, operations, and emergency service techniques.

Serve as Safety Officer for the department.

Supervise the well/fitness program.

Inspect businesses, commercial and manufacturing establishments, churches, schools etc. to become familiar with their structural layout to pre-plan for fire suppression, to locate possible fire hazards, and the firefighting problems they present.

Perform incidental clerical work such as making reports of fires, activities of the station, preparation of requisitions for supplies, processing various types of personnel actions and other personnel functions.

Coordinate pre-employment testing and interview process.

Coordinate and administer promotional testing and participate in promotional process as required.

Perform other duties as assigned.

Desirable Knowledge, Abilities, and Skills

Considerable knowledge of the principles, methods, and equipment used in modern firefighting, rescue operations, and fire prevention;

Considerable knowledge of the municipal fire laws;

Considerable knowledge of the City and departmental policies, procedures, and regulations;

Considerable knowledge of the location of streets, fire hydrants, principle buildings and of the general type of building construction and usage in assigned district;

Considerable knowledge of the operating characteristics, maintenance, and service requirements of firefighting equipment and apparatus;

Working knowledge of the occupational hazards involved in the work and the proper safety precautions for the safe performance of the job;

Ability to assign and supervise the effective use of firefighting equipment, apparatus, and personnel;

Ability to evaluate fires or rescue situations, recognize dangers, and use sound judgment in protecting life and property;

Ability to express ideas effectively, both orally and in writing;

Ability to prepare clear and concise reports;

Ability to establish and maintain effective working relations as necessitated by work assignments;

Ability to read, analyze and interpret business periodicals, professional journals, technical procedures, or government regulations;

Ability to write reports, business correspondence, and procedure manuals;

Ability to effectively present information and respond to questions from individuals or groups;

Ability to work with mathematical concepts such as probability, statistical inference, fractions, percentages, ratios, and proportions and apply to practical situations;

Ability to define problems, collect data, establish facts, and draw valid conclusions;

Ability to interpret and extensive variety of technical instructions in mathematical or diagram form and deal with abstract and concrete variables;

Certificates, Licenses, Registrations

Valid EMT Certification

Valid Mississippi Driver's License

Required Education and Experience

Graduate from an accredited high school or acceptable equivalent, supplemented by formal courses in fire suppression, fire service instructor, business or public administration and seven (7) years of progressively responsible experience in fire suppression work including at least four (4) years of experience in a managerial position.

AND

1. Ridgeland Firefighter II;
2. Smoke Diver or Paramedic (at the discretion of the Fire Chief);
3. Fire Officer I & II NFPA 1021;
4. Hazardous Materials Technician NFPA 472;
5. Certified state or national fire command tactical class(es) (minimum 40 hours);
6. NFPA 1521 Fire Department Safety Officer;
7. Fire Instructor 1041-II; and

8. One additional nationally certified class at training officer level (minimum 40 hours).

FIRE LIEUTENANT

Nature of Work

This is supervisory and skilled firefighting work. An employee of this class has responsibility for the supervision, discipline, and training of a fire company and for the proper maintenance of apparatus and equipment at a satellite fire station. Incumbent exercises direct supervision of the men/women assigned to his/her company. Work involves the performance of a wide variety of firefighting and related duties, including inspection of assigned fire station, equipment, personnel, and public/private buildings. Routine duties are performed with a degree of independence within established departmental rules and regulations, but under the general supervision of the Shift Commander. Employees of this class are expected to use resourcefulness and initiative in meeting and resolving emergencies without direct supervision. Work is reviewed by observation of work in progress as well as inspection of quarters, apparatus, equipment, and records.

This position is classified as "non-exempt" under the guidelines set forth in the Fair Labor Standards Act and is eligible to earn overtime for any hours actually worked over 212 in a pre-defined 28-day pay cycle. Incumbent is included in the Ridgeland Physical Agility Training (RPAT) program. Incumbent is subject to random drug screening.

Illustrative Examples of Work

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

Respond to all fire alarms and other emergency calls assigned to the station. Make decisions as to methods and requirements for mitigating incidents. Direct firefighting activities until relieved by a superior officer.

Supervise and participate in laying hose lines, directing water streams, placing ladders, ventilating buildings, rescuing persons, and salvage operations.

Ensures that all station equipment is in condition of readiness and is returned to proper place after a fire has been extinguished.

Supervise and participate in the care and cleaning of quarters, equipment, and apparatus at a fire station. Conduct roll call, inspect personnel, and maintain discipline.

Inspect businesses, commercial and manufacturing establishments, churches, schools, etc. to become familiar with their structural layout to pre-plan for fire suppression, to locate possible fire hazards, and the firefighting problems they present.

Identify work to be completed, develop work schedules, and assign personnel to tasks.

Perform incidental clerical work such as making reports of fires, activities of the station, preparation of requisitions for supplies, processing various types of personnel actions and other personnel functions.

Drive firefighting apparatus to and from fires when required.

Make accurate diagnosis of mechanical trouble on all types of fire department apparatus and monitor the performance of equipment for needed emergency adjustments and repairs.

Attend advanced fire service classes, prepare lesson plans, and teach classes.

Perform other duties as assigned.

Desired Knowledge, Abilities and Skills

Considerable knowledge of the principles, methods, and equipment used in firefighting, rescue operations, and fire prevention;

Considerable knowledge of the municipal fire laws;

Considerable knowledge of the City and departmental policies, procedures, and regulations;

Considerable knowledge of the location of streets, fire hydrants, principle buildings and of the general type of building construction and usage in assigned district;

Considerable knowledge of the operating characteristics, maintenance, and service requirements of firefighting equipment and apparatus;

Working knowledge of the occupational hazards involved in the work and the proper safety precautions for the safe performance of the job;

Ability to assign and supervise the effective use of firefighting equipment, apparatus, and personnel;

Ability to express ideas effectively, both orally and in writing;

Ability to prepare clear and concise reports;

Ability to establish and maintain effective working relations as necessitated by work assignments;

Required Education and Experience

Graduate from an accredited high school or equivalent.

AND

1. Minimum of five (5) years firefighting service with the City of Ridgeland;
2. Ridgeland Firefighter II;
3. Smoke Diver (Required);
4. EMT Certification;
5. Fire Officer I & II NFPA 1021;
6. Hazardous Materials Technician NFPA 472;
7. Certified state or national fire command tactical class(es) (minimum 40 hours);
8. NFPA 1521 Fire Department Safety Officer; and
9. Valid Mississippi Driver's License.

FIRE SERGEANT

Nature of Work

This is skilled firefighting work involving supervision of personnel in combating, extinguishing, and preventing fires. An employee of this class is responsible for supervising a crew of two to four firefighters and one vehicle at the scene of fires and other emergencies and for operating pumps, aerial ladders, and other mechanical equipment as required. Incumbent assists in training firefighters in the use of firefighting apparatus and equipment. Work is performed under the direction of a superior officer and is reviewed by observation and conformity with proper safety practices and established procedures.

This position is classified as "non-exempt" under the guidelines set forth in the Fair Labor Standards Act and is eligible to earn overtime for any hours actually worked over 212 in a pre-defined 28-day pay cycle. Incumbent is included in the Ridgeland Physical Agility Training (RPAT) program. Incumbent is subject to random drug screening.

Illustrative Examples of Work

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

Supervise a crew of 2 to 4 firefighters during routine and emergency duties.

Drive assigned firefighting apparatus to and from fires. Operate pumps, ladders, and other mechanical equipment as required. Ensure that assigned hand tools and equipment are on apparatus and in condition of readiness.

Routinely clean and service assigned apparatus and maintain it in a condition of readiness and report mechanical failures or difficulties to a superior.

Inspect an assigned area to attain knowledge of all streets, lanes, buildings, and water hydrants.

Attend fire training sessions to receive instruction in fire prevention and firefighting methods.

Assist in conducting recruits and in-service training of firefighting personnel.

Perform assigned housekeeping duties at assigned station.

When assigned, driver and operate rescue apparatus. Provide emergency medical services. Ensure that medical kit and related medical equipment are in rescue vehicle and in condition of readiness.

Perform incidental clerical work such as making reports of fires, activities of the station, preparation of requisitions for supplies, processing various types of personnel actions and other personnel functions.

Perform other duties as assigned.

Required Education and Experience

Graduate from an accredited high school or equivalent.

AND

1. Three (3) years experience as a firefighter with the City of Ridgeland;
2. Ridgeland Firefighter II
3. Smoke Diver or Paramedic;
4. EMT Certification;
5. Fire Officer I & II NFPA 1021;
6. Hazardous Materials Technician NFPA 472; and
7. Valid Mississippi Driver's License.

FIREFIGHTER II

Nature of Work

This is skilled firefighting work in combating, extinguishing and preventing fires, and in the operation and routine custodial maintenance of departmental equipment, apparatus, and quarters. An employee of this class is responsible for the protection of life and property through firefighting, rescue, and related duties. Duties include training and participation in the operation of firefighting, apparatus and the performance of hazardous duties under emergency conditions. Work may require strenuous exertion under such handicaps as smoke, fire, heat, and cramped surroundings. When not engaged in firefighting or rescue activities, incumbent is required to participate in drill and study programs and perform maintenance to equipment, apparatus, buildings, and grounds. Work is normally performed under close supervision in accordance with established policies and procedures. Assignments are given by a superior officer, both in fighting fires and at the station. Work is usually reviewed for adherence to standards and through observation of accomplishments and reports of desired results.

This position is classified as "non-exempt" under the guidelines set forth in the Fair Labor Standards Act and is eligible to earn overtime for any hours actually worked over 212 in a pre-defined 28-day pay cycle. Incumbent is included in the Ridgeland Physical Agility Training (RPAT) program. Incumbent is subject to random drug screening.

Illustrative Examples of Work

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

Respond to fire calls with a company. Lay and connect hose. Hold nozzle and direct water stream. Climb ladders, use chemical fire extinguishers, bars, hooks, lines, and other equipment.

Ventilate burning buildings by opening windows and skylights or by cutting holes in roofs and floors.

Remove persons from danger and administer first aid to injured persons.

Perform salvage operations such as removing water, debris, covering property with tarpaulins, and removing property from buildings.

Participate in fire drills and attend training classes in apparatus operation, firefighting, first aid, and related subjects. Study assigned materials relating to firefighting and fire prevention.

Inspect buildings and premises for familiarization as well as for fire hazards.

Drive and operate motor driven equipment when assigned.

Perform general custodial and maintenance work in the upkeep of departmental apparatus, equipment, and structures.

When assigned, drive and operate rescue apparatus. Provide first aid. Ensure that first aid kit and related medical equipment are in rescue vehicle and in condition of readiness.

Perform other duties as assigned.

Desirable Knowledge, Abilities and Skills

Working knowledge of the occupational hazards involved in the work and property safety precautions for the safe performance of the job;

Knowledge of all current firefighting duties and methods;

Ability to act quickly and calmly in emergency situations;

Ability to understand and follow oral and written instructions;

Ability to climb ladders and work at considerable heights;

Ability to establish and maintain effective working relations as necessitated by work assignments;

Required Education and Experience

Graduate from an accredited high school or equivalent.

AND

1. Three (3) years experience as firefighter with the City of Ridgeland or five (5) years experience as a firefighter from a paid fire department.
2. Firefighter 1001 & II;
3. Smoke Diver or Paramedic;

4. EMT Certification;
5. Fire Instructor NFPA 1041-1;
6. Driver/Operator NFPA 1002;
7. Any state or nationally certified rescue class(es) (minimum 40 hours) not to include Hazardous Material Technician NFPA 472; and
8. Valid Mississippi Driver's License.

FIREFIGHTER

Nature of Work

This is skilled firefighting work in combating, extinguishing and preventing fires, and in the operation and routine custodial maintenance of departmental equipment, apparatus, and quarters. An employee of this class is responsible for the protection of life and property through firefighting, rescue, and related duties. Duties include training and participation in the operation of firefighting, apparatus and the performance of hazardous duties under emergency conditions. Work may require strenuous exertion under such handicaps as smoke, fire, heat, and cramped surroundings. When not engaged in firefighting or rescue activities, incumbent is required to participate in drill and study programs and perform maintenance to equipment, apparatus, buildings, and grounds. Work is normally performed under close supervision in accordance with established policies and procedures. Assignments are given by a superior officer, both in fighting fires and at the station. Work is usually reviewed for adherence to standards and through observation of accomplishments and reports of desired results.

This position is classified as "non-exempt" under the guidelines set forth in the Fair Labor Standards Act and is eligible to earn overtime for any hours actually worked over 212 in a pre-defined 28-day pay cycle. Incumbent is included in the Ridgeland Physical Agility Training (RPAT) program. Incumbent is subject to random drug screening.

Illustrative Examples of Work

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

Respond to fire calls with a company. Lay and connect hose. Hold nozzle and direct water stream. Climb ladders, use chemical fire extinguishers, bars, hooks, lines, and other equipment.

Ventilate burning buildings by opening windows and skylights or by cutting holes in roofs and floors.

Remove persons from danger and administer first aid to injured persons.

Perform salvage operations such as removing water, debris, covering property with tarpaulins, and removing property from buildings.

Participate in fire drills and attend training classes in apparatus operation, firefighting, first aid, and related subjects. Study assigned materials relating to firefighting and fire prevention.

Inspect buildings and premises for familiarization as well as for fire hazards.

Drive and operate motor driven equipment when assigned.

Perform general custodial and maintenance work in the upkeep of departmental apparatus, equipment, and structures.

When assigned, drive and operate rescue apparatus. Provide first aid. Ensure that first aid kit and related medical equipment are in rescue vehicle and in condition of readiness.

Perform other duties as assigned.

Desired Knowledge, Abilities, and Skills

Working knowledge of the occupational involved in the work and the proper safety precautions for the safe performance of the job;

Knowledge of all current firefighting duties and methods;

Ability to act quickly and calmly in emergency situations;

Ability to understand and follow oral and written instructions;

Ability to climb ladders and work at considerable heights;

Ability to establish and maintain effective working relations as necessitated by work assignments;

Required Education and Experience

Graduate of an accredited high school or equivalent.

AND

1. Firefighter 1001-II;
2. EMT Certification; and
3. Valid Mississippi Driver's License.

PROBATIONARY FIREFIGHTER

Nature of Work

This is skilled firefighting work in combating, extinguishing and preventing fires, and in the operation and routine custodial maintenance of departmental equipment, apparatus, and quarters. An employee of this class is responsible for the protection of life and property through firefighting, rescue, and related duties. Duties include training and participation in the operation of firefighting, apparatus and the performance of hazardous duties under emergency conditions. Work may require strenuous exertion under such handicaps as smoke, fire, heat, and cramped surroundings. When not engaged in firefighting or rescue activities, incumbent is required to participate in drill and study programs and perform maintenance to equipment, apparatus, buildings, and grounds. Work is normally performed under close supervision in accordance with established policies and procedures. Assignments are given by a superior officer, both in fighting fires and at the station. Work is usually reviewed for adherence to standards and through observation of accomplishments and reports of desired results.

This position is classified as "non-exempt" under the guidelines set forth in the Fair Labor Standards Act and is eligible to earn overtime for any hours actually worked over 212 in a pre-defined 28-day pay cycle. Incumbent is included in the Ridgeland Physical Agility Training (RPAT) program. Incumbent is subject to random drug screening.

Illustrative Examples of Work

A probationary firefighter receives extensive and in-depth training in the following areas:

Rules and Regulations	Fire Dept Apparatus
Hose Lays	Fire Chemistry
Ladder Raises	Fire Service Hydraulics
Rescue & Protective Breathing	Portable Fire Extinguisher
Ventilation	First Aid
Forcible Entry	Salvage & Overhaul
Rope Slides, Knot Tying	Fire Prevention
Physical Training	Basic Tools & Use

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

Respond to fire calls with a company. Lay and connect hose. Hold nozzle and direct water stream. Climb ladders, use chemical fire extinguishers, bars, hooks, lines, and other equipment.

Ventilate burning buildings by opening windows and skylights or by cutting holes in roofs and floors.

Remove persons from danger and administer first aid to injured persons.

Perform salvage operations such as removing water, debris, covering property with tarpaulins, and removing property from buildings.

Participate in fire drills and attend training classes in apparatus operation, firefighting, first aid, and related subjects. Study assigned materials relating to firefighting and fire prevention.

Inspect buildings and premises for familiarization as well as for fire hazards.

Drive and operate motor driven equipment when assigned.

Perform general custodial and maintenance work in the upkeep of departmental apparatus, equipment, and structures.

When assigned, drive and operate rescue apparatus. Provide first aid. Ensure that first aid kit and related medical equipment are in rescue vehicle and in condition of readiness.

Perform other duties as assigned.

Desires Knowledge, Abilities and Skills

Working knowledge of the occupational involved in the work and the proper safety precautions for the safe performance of the job;

Knowledge of all current firefighting duties and methods;

Ability to act quickly and calmly in emergency situations;

Ability to understand and follow oral and written instructions;

Ability to climb ladders and work at considerable heights;

Ability to establish and maintain effective working relations as necessitated by work assignments;

Required Education and Experience

Graduate of an accredited high school or equivalent.

AND

Valid Mississippi Driver's License



fire department

May 30, 2017

MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Matt Bailey, Fire Chief *mb*
SUBJECT: Position Vacancy – Deputy Chief

Upon the retirement of the Deputy Fire Chief, I am proposing that we utilize the salary for the Deputy Chief position to restructure the Inspection Division of the Fire Department to more efficiently accommodate the inspection requirements within our growing community. Rather than fill the vacancy of Deputy Fire Chief, I would like to hire an additional inspector and promote the current inspector to supervisor giving him a 5% salary increase.

The City of Ridgeland has approximately 2000 businesses which, by code, are required to be inspected annually. There are also approximately 142 critical occupancies including day care centers, nursing homes, retirement facilities, and restaurants which must be inspected twice per year. In 2016, 520 inspections were performed by the Inspector and/or Deputy Chief and 616 inspections were performed by assisting firefighting personnel, totaling 1136 inspections. This still leaves approximately 1006 businesses that were not inspected.

The fire inspector position has two essential functional areas in the Fire Department. One is to serve as the Fire Code Official and the other is to serve as Fire Investigator. The duties include:

FIRE CODE OFFICIAL:

- Conducts inspections of buildings and premises for the purpose of enforcing in the city's fire code and related regulations, ordinances, and state law.
- Coordinate work activities where required with the city Building Inspector.
- Conducts plan review for fire code compliance for new buildings in the city.
- Confers or corresponds with architects, building owners, and contractors concerning questions involved in the enforcement process.
- Makes recommendations for changes in ordinances and regulations governing the city fire inspection program.
- Maintains reports on inspections, constructions, research materials, etc.
- Conducts the final inspection on all buildings and premises when required.

mailing address: p.o. box 361 • ridgeland, ms 39158
street address: 456 town center boulevard • ridgeland, ms 39157
ph: 601.856.7004 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Matthew Bailey - fire chief

board of aldermen: D.L. Smith, cmo - at-large • Ken Heard, cmo, mayor - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

FIRE INVESTIGATOR:

- Responds to fires to establish cause and origin.
- Works with the State Fire Marshal and other fire investigators on investigations of suspicious fires to determine cause and origin and collect evidence when required.
- Writes reports concerning fire cause and origin on all scenes investigated.
- Maintains records of fire investigations performed.

As you can see, it would be extremely beneficial to our department and the businesses of our city to have an additional fire inspector on staff. Your consideration and approval of this request will be genuinely appreciated.



police department

May 30, 2017

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Surplus Property

I am requesting the following be declared surplus and returned to Harley Davidson due to the conclusion of our lease agreement:

2014 Harley Davidson FLHTP
2014 Harley Davidson FLHTP

1HD1FMM15FB609206 100-1-737
1HD1FMM11EB689487 100-1-715

I am requesting the following be declared surplus and returned for replacements:

X26P Taser
X26P Taser

X12000W26
X12000YVY

100-6-1200
100-6-1222

Your consideration and approval will be greatly appreciated.

CC: Anna Robbins

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6



police department

May 18, 2017

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Donation – Cline Tours, Inc.

I am requesting acceptance of check #34414 made payable to the City of Ridgeland Police Department in the amount of \$1,000.00.

This is a donation from Cline Tours, Incorporated and I am further requesting these funds be deposited into 010-000-348 (Donation Fund).

Your consideration and acceptance will be greatly appreciated.

CC: Anna Robbins

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

CLINE TOURS, INC.
OPERATING ACCOUNT
PO BOX 1498
RIDGELAND, MS 39158

FIRST COMMERCIAL BANK
JACKSON, MS 39236

85-618/653

DATE

5/12/2017

34414

PAY TO THE ORDER OF Ridgeland Police Department

One Thousand and 00/100

\$ 1,000.00

DOLLARS

Ridgeland Police Department

MEMO

⑈034414⑈ ⑆065306189⑆ 5015557⑈



Michael
AUTHORIZED SIGNATURE

CLINE TOURS, INC.

Ridgeland Police Department

5/12/2017

1,000.00

34414

1,000.00



May 30, 2017

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police 

SUBJECT: Special Event – Run to the Latin Beat 5K

I have attached a request for a Special Event Permit from Angela McRae with the Mississippi Hispanic Association. This event is the Run to the Latin Beat 5K scheduled for Saturday, October 14, 2017 at Old Trace Park from 8:00 a.m. until 2:00 p.m. Runners will cross Post Road to the multi-purpose trail and run south for 1.5 miles returning back to Old Trace Park via same route. Ms. McRae has spoken with the National Park Service who will provide a ranger on the exit ramp from Natchez Trace to Old Canton Road. Course routes are attached for your review.

Ms. McRae is expecting a crowd of approximately 165 and portable restrooms will be available on site to accommodate participants. Water stations will be set up along the route and recycling bins will be available for plastic/paper products. Volunteers will be responsible for set-up and clean up upon conclusion of the event.

This event will not generate overtime for the police department and the on duty COP unit will be available to assist runners crossing Post Road to/from the multi-purpose trail.

Checks in the amount of \$100.00 and \$1,000.00 representing requisite filing fee and bond money are attached. Also included is a request for Permit to Play On-Premises Music, Facility Use application and Natchez Trace Special Use Permit application.

Your consideration and approval will be greatly appreciated.

CC: Lt. Tony Willridge

Attachments (1)

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John R. Neal - chief of police
board of aldermen: D.L. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6



CITY OF RIDGELAND
SPECIAL EVENT PERMIT APPLICATION



(Please allow minimum 3 weeks for approval)

EVENT NAME: Run to the Latin Beat 5K

EVENT LOCATION: Old Trace Park Trail in Ridgeland

EVENT DATE: Beginning October 14, 2017 to Ending October 14, 2017 Multiple Days: ☐ YES ☒ NO

EVENT HOURS: Beginning 8am to Ending 2 pm

TYPE OF EVENT: 5K run/walk (fundraiser)

EVENT POINT OF CONTACT: Angela McRae CELL NUMBER: 601.594.9835
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Mississippi Hispanic Association

ADDRESS: P.O Box 320595 CITY/STATE/ZIP: Flowood, MS 39232

ESTIMATED CROWD SIZE: 165 NUMBER OF EVENT PERSONNEL: 15 give or take

ARRANGEMENTS FOR RESTROOM FACILITIES: ☒ YES ☐ NO LOCATION: _____

ARRANGEMENTS FOR SITE CLEAN-UP: ☒ YES ☐ NO DETAILS: _____

RECYCLING PROGRAM FOR WASTE: ☒ YES ☐ NO DETAILS: plastics and papers

The City of Ridgeland will assist organizers in planning and locating recycle bins for recyclable waste through local companies. Event organizers are encouraged to maintain the City of Ridgeland's vision of a green enviroment by having your event recycle its waste.

Will the organizers of this event use the services of an UAS (unmanned aircraft system): ☐ YES ☒ NO

If Yes, who is the operator of the system: _____ Cell Number: _____

If an UAS/Drone will be utilized, a copy of the following required documents must be attached to this application:

- Section 333 Exemption or Aircraft Certification
- Certificate of Authorization (COA)
- Aircraft Registration and Markings
- Pilot Certificate

FIRST AID/MEDICAL STATION(s): ☒ YES ☐ NO LOCATION(s): where visible near the registration tent

POLICE/SECURITY PERSONNEL REQUIRED: Park rangers. ☐ Police Dept. Assigned ☐ Self-Hired ☒ Not Applicable

Applicant Printed Name: Angela McRae Contact Number: 601.594.9835

Applicant Signature: Angela McRae Date: March 29, 2017

Application Instructions

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). City of Ridgeland Special Events Ordinance section 10-33(2) requires adequate security be provided at special events. This requirement is one security officer for every 400 people in attendance. A private security company may be used but preference shall be given to the hiring of off duty personnel. The assistance from Ridgeland Police Department for road course races/walks to secure intersections shall not be considered as part of the security requirement. The personnel assigned for traffic control are in addition to any requirement for on site security personnel required in the ordinance.
- 3). If the event is to have outdoor music, a Permit to Play on Premises Music will be required from the applicant agreeing to comply with the noise ordinance of the City of Ridgeland, MS.
- 4). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree to pay this cost from the filing of a bond fee.
- 5). The applicant may be required to post a bond fee in the minimum amount of one thousand dollars (\$1,000.00) with the City Clerk. This is to ensure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 6). Submit the above application and information to the Office of the Chief of Police with a non-refundable filing fee of one hundred dollars (\$100.00) along with the above referenced bond fee. This application will be forwarded to the Patrol Division Commander or a designee who will review the application for all required documentation. This application and documetation will be presented to the Ridgeland Board of Aldermen for subsequent approval. **Please allow a minimum of 3 weeks to complete the process and receive approval.**
- 7). Event organizers should submit a map outlining the area where an event is to be held. Points of interest (entrance/exit points, first aid stations, etc...) shall be included on this map. If the event is a road race/walk, a map reflecting the proposed course route along with a description of the route shall be included. If any portion of the route will include sections of the Natchez Trace Parkway, you must first obtain approval from the Natchez Trace Chief (phone no. 662-680-4014; Ridgeland office 601-856-7321) and documentation reflecting this approval must be submitted with this application.
- 8). If the event is to be held at Old Trace Park and/or Madison Landing, you must first seek approval from PRVWSD Parks and Recreation (601-856-6319) and obtain a Facility Use Application which must be submitted with this application.
- 9). The number of event personnel will represent the number of people from the organization who will be assisting with the overall operation of the event. This will include any volunteers from the organization.
- 10). The arrangements for restroom facilities as addressed in the Ridgeland Code of Ordinances indicate 1 restroom per 150 people in attendance. These may be portable restrooms or existing restroom structures.
- 11). The event organizer or organization will be responsible for clean-up at the conclusion of the event. The City of Ridgeland encourages organizations to participate in a recycle program for any waste or debris to be discarded.
- 12). The first aid station located on the event site shall be manned by a state certified EMT.
- 13). The number of police/security personnel shall be determined by the expected crowd size. The event organizer may staff the event to satisfy this requirement through off-duty law enforcement personnel. The Ridgeland Police Department will assist the organizers if they choose the police department assigned option, or the event organizers may choose the self-hire option to select their own personnel to comply with the ordinance.

For Police Department Use Only

This application was received by the Ridgeland Police Department on 3-29-17 NC and has been reviewed by the appropriate personnel. This application has been APPROVED / DENIED by the Chief of Police or Designee. If approved by Ridgeland PD, this application will be submitted for consideration at the Ridgeland Mayor and Board of Alderman meeting to be held on 6-6-17.

Chief of Police or Designee:  DATE: 30 MAY 2017

Number of Overtime Officers: 0 Estimated OT Cost: 0



CITY OF RIDGELAND
APPLICATION FOR
PERMIT TO PLAY ON PREMISES MUSIC
(Please allow minimum 3 weeks for approval)



DATE OF APPLICATION: March 29, 2017

EVENT NAME: October 14, 2017

EVENT LOCATION: Old Trace Park Trail in Ridgeland

DESCRIPTION OF ON-PREMISES ACTIVITY: Run to the Latin Beat 5K 5K run/walk (fundraiser)

DATE OF ACTIVITY: Beginning October 14, 2017 to Ending October 14, 2017

HOURS OF ACTIVITY: Beginning 8am to Ending 2 pm

ACTIVITY POINT OF CONTACT: Angela McRae CELL NUMBER: 601.594.9835
(This person must remain on scene during the entire event)

NAME OF ORGANIZATION: Mississippi Hispanic Association (MHA)

ADDRESS: P.O Box 320595 CITY/STATE/ZIP: Flowood, MS 39232

MAXIMUM NOISE LEVEL (In Decibels) TO BE EMITTED AT NEAREST PREMISES BOUNDARY: possibly a DJ this year

PROVIDE FACTS THAT WOULD SHOW THE ACTIVITY FOR WHICH THE PERMIT IS REQUESTED WOULD NOT DISTURB THE PEACE OF ANY FAMILY OR PERSON WITHIN THE AREA INTO WHICH SOUND SHALL CARRY: _____

Being that is near the water, the sound should not affect near-by residence.

THE CHIEF OF POLICE SHALL HAVE THE AUTHORITY TO REVOKE ANY PERMIT ISSUED.

Applicants Signature: Angela McRae Date: April 5th, 2017

☒ APPROVED

☐ DENIED

Chief of Police or Designee: [Signature]
Date: 30 May 2017

In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.



FACILITY USE APPLICATION

1. Name of Facility: 137Old Trace Park, Ridgeland, MS 39157 Event Name: Run to the Latin Beat 5K
2. Date Requested October 14th, 2017 Time of Event: 8:00 am To 2pm
3. Sponsoring Organization: Mississippi Hispanic Association (MHA)
Address: PO Box 320595, Flowood, MS 39232
Contact Person: Angela McRae Contact Number: 601.594.9835
Email Address: avmcrae@sfbli.com
4. How many people do you anticipate attending the event? 150 - 200
5. Will Concessions or Products be sold: Yes: x (maybe) No: _____
Will a Gate Fee be charged: Yes: _____ No: x
Will Service Fees be charged: Yes: _____ No: x
6. Will there be amplified music at event?
(not to exceed 90 decibels) Yes: x No: _____
7. Will there be equipment / structures brought in for
set-up? Yes: x No: _____
8. State in detail the nature of the event. Please use map to show location of event and its activities within
the facility.
map attached
9. State in detail your traffic control plan. Please use map to show details.
map attached
10. State in detail your public toilet service plan:
2 Portable restroom facilities will be provided
11. Certificate of Liability Insurance is required. Must be submitted to the PRV Parks & Recreation
Department 10 days prior to event. (\$1Million minimum)

PERMIT WILL NOT BE VALID WITHOUT THE FOLLOWING SIGNATURES:

City of Ridgeland Special Events Permit
OR Rankin County Sheriff's Department:

L.T. Perry

Chief Perry Waggener of the PRVWSD Reservoir Patrol:

PRVWSD Parks & Recreation Department:

RUN *Latin* BEAT

5K

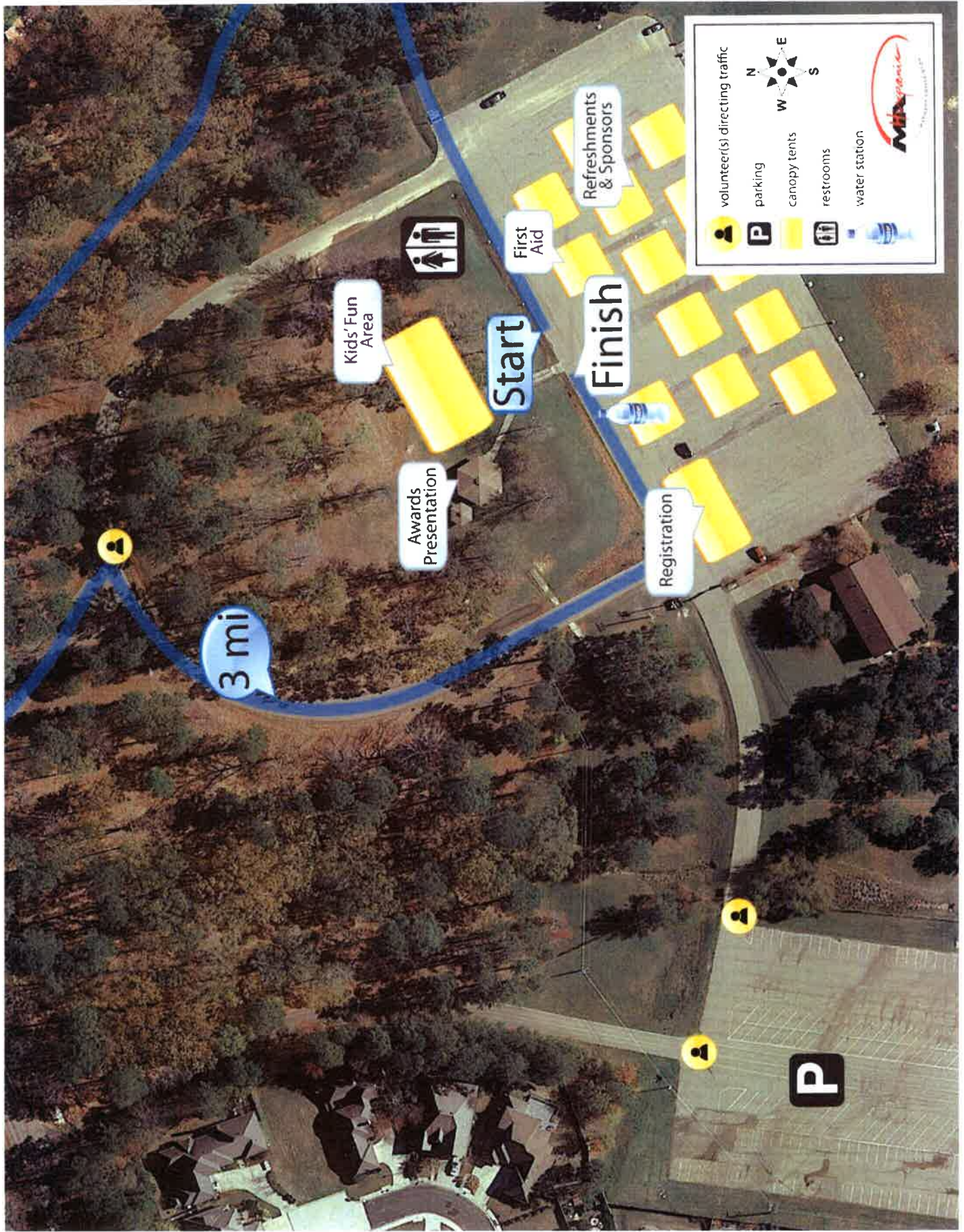


volunteer(s) directing traffic



water station







IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, Mississippi 38804



A9031 (NATR)

MAR 07 2017

Ms. Angela McRae
Mississippi Hispanic Association
P.O. Box 320595
Flowood, MS 39232

RE: Permit # SERO-NATR-2501-6085

Dear Ms. McRae:

Enclosed is the proposed Special Use Permit for the Mississippi Hispanic Association participants to access the Natchez Trace Parkway on October 14, 2017 for a 5k walk/run.

Please read the permit and be familiar with the special conditions noted on the enclosed form. If you agree to the terms and conditions, initial the bottom of each page, sign the second page as the Permittee, and return to this office for signature by the superintendent. Please return signed authorizations to the address above, fax to (662) 680-4034, or email to the address below.

This event will require ranger monitoring at \$45 per hour per ranger. The exact amount will be billed at the conclusion of the event. Please contact Supervisory District Ranger Stephen Dollinger at (662) 255-2290 seven days prior to your event for coordination.

If you have any questions, please contact Ranger Activities Assistant Stacy Reichert at (662) 680-4014 or email natr_rangers_activities@nps.gov.

Sincerely,

Mary Risser
Superintendent

Enclosure

Revised 06-10
Form 10-114
(Expires 08/31/2016)

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
NATCHEZ TRACE PARKWAY
2680 Natchez Trace Parkway
Tupelo, MS 38804

SPECIAL USE PERMIT-Walk/Run

1.

NAME:	Angela McRae
ORGANIZATION:	Mississippi Hispanic Association
ADDRESS:	P.O. Box 320595
	Flowood, MS 39232
TELEPHONE NUMBER :	601-371-9009 or 601-594-9835
FAX NUMBER:	601-359-1910
EMAIL:	avmcrae@sfbli.com

Park Alpha Code: NATR
Type of Use: WALK/RUN
Permit #: SERO-NATR-2501-6085
Expires: October 14, 2017

2. Permittee is hereby authorized to use the following described land or facilities in the above named area:

5k walk/run along the Natchez Trace Parkway.

The area must be restored to its original condition at the end of the permit.

3. The permit begins at 7:00 (am/pm) on 10/14/2017 (Month/Day/Year)

The permit expires at 3:00 (am/pm) on 10/14/2017 (Month/Day/Year).

4. SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

Mississippi Hispanic Association with 200 participants will use the Old Trace Park Trail for a 5k walk/run. There will be water stations set up at the turnaround and end of run, as well as in the parking lot. They will have tables, chairs, sound system, port-a-potties, trash barrels, traffic cones, and a jump house for children set up off the Parkway.

5. Person on site responsible for adherence to the terms and conditions of the permit (include contact information):
Angela McRae, 601-371-9009 or 601-594-9835

6. Authorizing legislation or other authority: Section 418, P.L. 105-391 (16USC 5966)

7. NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI EIS PEPC # OTHER

8. APPLICATION FEE Received X Not Required Amount \$ \$50.00

9. PERFORMANCE BOND: Required Not Required Amount \$

10. LIABILITY INSURANCE: Required X Not Required Amount \$ \$1,000,000 per occurrence and \$3,000,000 per aggregate

11. COST RECOVERY: Required X Not Required Amount \$ \$45 per hour per ranger

12. FACILITY USE FEE: Required Not Required X Amount \$

13. LOCATION FEE: Required Not Required X Amount \$

Initials: AvM

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

14. PERMITTEE

Signature

Title

Date

Angela McArae Race Director 3-8-17

Authorizing NPS Official

Signature

Superintendent

Date

Authorizing NPS Official
(additional if required)

Signature

Title

Date

CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: {36 CFR 2.32(a)(3)}.
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the suspension or revocation of the permit. Permittee will reimburse NPS for cleanup or repair of damages required to be made by NPS staff or contractor in conjunction with a terminated permit.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$1,000,000 per occurrence and \$3,000,000 per aggregate and underwritten by a United States company naming the United States of America (National Park Service, Natchez Trace Parkway, 2680 Natchez Trace Parkway, Tupelo, MS 38804) as additionally insured. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
9. Permittee agrees to deposit with the park a bond in the amount of \$ 0 from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the

Initials: AM

conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred, the difference will be returned to the permittee.

11. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit.
12. The permittee represents and it is a condition of acceptance of this permit that, pursuant to 41 U.S.C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.

APPENDIX

SPECIAL PARK CONDITIONS

15. Permittee and all participants authorized herein must comply with all of the conditions of this permit and with all directions from National Park Rangers.
16. Permit must be carried onsite at all times. If participants in event are divided into smaller groups along the Parkway, then each group must carry a copy of the permit.
17. All laws, rules, and regulations applicable to the area covered by this permit remain in effect.
18. This permit does not grant exclusive use of any Park area or facility. All sidewalks, walkways, roadways, and access to and from the Natchez Trace Parkway must remain unobstructed to allow for the reasonable use of and access to these areas by pedestrians, vehicles, and other Park visitors.
19. The National Park Service reserves the right to immediately revoke this permit at any time should it reasonably appear that the public gathering presents a clear and present danger to the public safety, good order or health, or if any condition of this permit is violated.
20. In consideration for obtaining the privileges granted herein, the permittee agrees to indemnify and save harmless the United States from any loss to it, including not only damage to Government property and injury to Government employees, but also judgments, or compromises for property damage or injury to all persons for which the United States may be liable, resulting from the exercise by the permittee and its employees of the privileges granted herein.
21. The permittee shall pay the United States for any damage resulting from this use that would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
22. No fees may be collected, donations solicited, nor commercial activity conducted. Also, no articles, including those expressing views through printed matter, such as newspapers, pamphlets, posters, buttons, or bumper stickers, may be offered for sale.
23. No banners will be used that display commercial advertisements.
24. The permittee must comply with all directives given by area rangers. Area rangers will have full authority to deny any activity deemed incompatible, and their on-site decisions will take precedence over any other agreements, both written and oral.
25. Natchez Trace Parkway Law Enforcement Rangers will have primary Law Enforcement authority for the event and all activities that take place on the Natchez Trace Parkway.

Initials: AWD

26. In the event of any emergency while on the Natchez Trace Parkway, participants should contact Communication Center at 1-800-300-PARK (7275) or 911. If not an emergency, then call (662) 680-4002.
27. For coordinating purposes and to review final event plans, the permittee is required to contact the district ranger listed below a minimum of 7 days prior to the event:
 - Northern District Ranger, Milepost 444-309, (931) 626-1033
 - Central District Ranger, Milepost 309-153, (662) 231-6190
 - Southern District Ranger, Milepost 153-0, (601) 953-4450
28. Any changes in location or schedules must be approved by the Rangers Activities Office, (662) 680-4014, and prior to implementation.
29. If event requires stopping traffic, the permittee will contact the area's District Ranger.
30. Adequate Event Marshals will be provided by the permittee to assist with traffic safety pursuant to "Condition 29" and provide a safe environment for the event. Event marshals shall wear high visibility safety vests or clothing that covers the full upper torso when assisting with traffic control.
31. Participants must observe all speed limits and traffic regulations.
32. Vehicles parked on the shoulder must do so with all wheels clear of the pavement.
33. Participants are required to yield at all times to any emergency response vehicle and move off the roadway until it has passed their location.
34. Safety cones or traffic reflective markers shall be placed on the road shoulder, adjacent to the corners of the vehicle closest to the pavement edge. Another shall be placed 100 feet from the rear of the vehicle to alert oncoming traffic of the vehicle's location and presence.
35. All vehicles associated with the permittee must be parked in designated or appropriate spaces to leave the flow of traffic unimpaired.
36. The area must be left in substantially the same condition as it was prior to the activities authorized herein, and all litter shall be placed in the provided trash containers. Refreshment centers or medical facilities should be set up at provided rest rooms or prime parking areas. No litter will be left along any of the route followed or at the pull-off areas.
37. Permittee will clear event area of all equipment, props, and trash, and return the site to original condition immediately following the activity. All debris and trash must be properly disposed of in bags and removed daily. Cleanup will be to NPS satisfaction with final inspection made by permittee designated coordinator of event.
38. Permittee is responsible for any cleanup costs required as a result of spill or accidents resulting from permitted activities. Cleanup will be conducted in accordance with all applicable federal and state environmental quality laws regarding cleanup and disposal of hazardous/industrial waste.
39. No marking will be painted on the road surface or shoulders. Temporary small stakes with flagging, if desired, may be used to mark start and finish lines or perimeters, but must immediately be removed following the event.
40. No markers of any kind will be left to commemorate the event.
41. Permittee is prohibited from hanging or attaching banners or signs to trees, monuments, or cultural features.
42. Natural features may not be disturbed or altered. This includes the cutting or removal of vegetation.

Initials: Chm

43. Wildlife will not be harmed, disturbed, or fed. Harassment of wildlife is prohibited by law. Filming wildlife is permitted as long as there is NO disturbance, feeding, teasing, or manipulation of resident or free-roaming animals. Wildlife captured elsewhere may NOT be used in any in-park filming whether trained or not.
44. The possession and use of fireworks is prohibited.
45. The release of helium balloons into the atmosphere is prohibited.
46. Permittee must strive to keep noise low in consideration of Park neighbors and campers in the area.
47. Permittee will comply with applicable public health and sanitation standards and codes.
48. If ranger monitoring and maintenance coverage is required, a bill will be submitted following the event for \$45 per hour per ranger and \$27 per hour per maintenance employee.
49. For visitor safety and due to traffic congestions, participants are prohibited from the following areas during the times listed: (applies to weekdays only):
- | | | | |
|------------------------|--------------------|-------------|-------------|
| <u>Ridgeland Area:</u> | Milepost 101.2-103 | 7:00-9:00AM | 4:00-6:00PM |
| <u>Tupelo Area:</u> | Milepost 258-268 | 7:00-8:30AM | 3:30-6:00PM |
50. Participants must wear high visibility clothing.
51. Before the run begins, a park ranger will be given an opportunity to address the group on the rules, regulations and conditions of the approved permit.

Initials: AWM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Mass Merchandising PHONE (A/C, No, Ext): 1-800-426-2889 FAX (A/C, No): 1-260-459-5105 E-MAIL ADDRESS: info@sportsinsurance-kk.com PRODUCER CUSTOMER ID:	
INSURED Mississippi Hispanic Association DBA: Run to the Latin Beat PO Box 320595 Flowood, MS 39232 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
2000809788 CP# 167		NAIC # 23787	

COVERAGES**CERTIFICATE NUMBER:** 2000296773**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	X		6BRPG0000006055900	10/13/17 12:01 AM	10/15/17 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Not provided while in Hawaii						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000006055900	10/13/17 12:01 AM	10/15/17 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Event Name: Run to the Latin Beat 5K Event Type: Walk/Run Event Date(s): 10/14/17 Number of Participants: 165

Event Location: Old Trace Park, 137Old Trace Park, Ridgeland, MS 39157

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, MS 38804
Owner/Manager/Lessor of Premises

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Furbush

© 1988-2015 ACORD CORPORATION. All rights reserved.

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

MISSISSIPPI HISPANIC ASSOCIATION 03/99
PO BOX 320595
FLOWOOD, MS 39232-0595

85-27/653 1061

DATE 3-29-2017

PAY TO THE ORDER OF City of Ridgeland

One thousand 200/100 \$ 1,000.00

Trustmark National Bank

MEMO Police permit

Signature: Elsa Baughman

MP

⑆065300279⑆ ⑈ 1007308893 ⑈ 1061

MISSISSIPPI HISPANIC ASSOCIATION 03/99
PO BOX 320595
FLOWOOD, MS 39232-0595

85-27/653 1062

DATE 3-29-2017

PAY TO THE ORDER OF City of Ridgeland

One hundred 200/100 \$ 100.00

Trustmark National Bank

MEMO filing fee

Signature: Elsa Baughman

MP

⑆065300279⑆ ⑈ 1007308893 ⑈ 1062

P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

May 23, 2017

City of Ridgeland
P.O. Box 217
Ridgeland, MS 39158

Re: City Center Site Development – Phase 1

Attn: Mr. Alan Hart, PLA, ALSA
Director of Community Development

Dear Mr. Hart,

Please see the attached copy of Construction Contract Modification #3 for the City Center Site Development Project. Hemphill Construction respectfully requests to extend the duration of this project 730 calendar days to coincide with the initial lease term of the surplus property. This proposed extension would establish our new completion date as July 21, 2019.

Please contact us if you have any questions concerning the above or if you need any additional information at this time.

Sincerely,

HEMPHILL CONSTRUCTION COMPANY, INC.

A handwritten signature in black ink, appearing to read "Andrew Heard".

Andrew Heard
Project Manager

The difficult we do immediately, the impossible takes a little longer!

CONSTRUCTION CONTRACT MODIFICATION

Change Order No.: Three Date: 5/23/2017 Project No.: CDBG No. B-10-SP-MS-1038
 Name of Project: City Center Site Development - Phase 1
 Owner: City of Ridgeland, Mississippi, P.O. Box 217, Ridgeland, MS 39158-0217
 Contractor: Hemphill Construction Company, Inc., P.O. Drawer 879, Florence, MS 39073-0879
 Agreement Date: January 8, 2013 Contract Time: 1095 Calendar Days
 Contract Start Date: January 21, 2013 Original Completion Date: January 21, 2016
 Contract Time (Increased) (Decreased) By: 730 Calendar Days
 Revised Contract Completion Date: July 21, 2019

BREAKDOWN OF PROPOSED CHANGE

ITEM NO.	ITEM DESCRIPTION	ITEM UNIT	UNIT PRICE	CONTRACT QUANTITY	REVISED CONTRACT QUANTITY	CHANGE ORDER QUANTITY	CHANGE ORDER AMOUNT
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00
						0	\$0.00

STATEMENT OF JUSTIFICATION:

Time is extended on this project an additional 2 years to coincide with the lease term of this property.

Total Change – (Increase) (Decrease)	<u>\$0.00</u>	This Change	<u>730</u> Days
Original Contract Amount	<u>\$455,584.00</u>	Original Contract Time	<u>1095</u> Days
Contract Amount Revised by Previous Change Order	<u>\$0.00</u>	Previous Change Order	<u>547</u> Days
Proposed Revised Contract Amount	<u>\$455,584.00</u>	Revised Contract Time	<u>2372</u> Days

Requested By: Hemphill Construction Company, Inc.

By:  Title: Project Manager Date: 5/24/2017
 Andrew Heard

Accepted By: City of Ridgeland, Mississippi

By: _____ Title: Mayor Date: _____
 Gene F. McGee

Pyle, Mills, Dye & Pittman

ATTORNEYS AT LAW

800 AVERY BOULEVARD NORTH, SUITE 101
RIDGELAND, MISSISSIPPI 39157

John P. Scanlon

Telephone:
(601) 957-2600
Telecopier:
(601) 957-7440

May 24, 2017

Mayor Gene McGee
Alderman Ken Heard
Alderman Chuck Gautier
Alderman Kevin Holder
Alderman Brian Ramsey
Alderman Scott Jones
Alderman Wesley Hamlin
Alderman D. I. Smith
Post Office Box 217
Ridgeland, MS 39158

RE: Zoning Report for May 18, 2017

Dear Gentlemen:

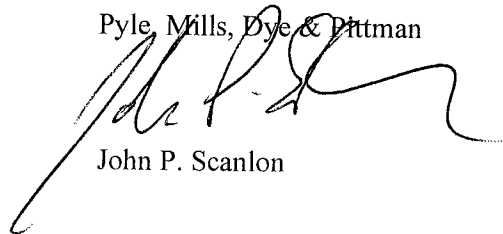
We report on the Zoning Board meeting of May 18, 2017. Enclosed for your consideration, please find the following:

1. Minutes of the May 18, 2017, Zoning Board meeting.

If you have any questions or require additional information, please do not hesitate to call us.

Sincerely,

Pyle, Mills, Dye & Pittman



John P. Scanlon

JPS/mmh
Enclosure(s)

cc: Zoning Board Members

MINUTES OF THE MEETING
OF THE ZONING BOARD
OF THE CITY OF RIDGELAND, MISSISSIPPI

A meeting of the Zoning Board of the City of Ridgeland, Mississippi (the "Board") was duly called, held and conducted on Thursday, May 18, 2017, at 6:00 o'clock p.m. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

The following members were present, to-wit:

Bernie Giessner
Larry Miller
Julius Murray
Drew Malone

Absent:

Michelle Caballero
Walter Cox
Rhett Stubblefield

Also present:

John P. Scanlon, Attorney
Matt Dodd, City of Ridgeland

* * * * *

Chairman Bernie Giessner called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present and that said number constituted a quorum to conduct business.

Chairman Giessner led the Pledge of Allegiance. Julius Murray opened with prayer.

All members of the Board acknowledged receipt of the agenda and the agenda was as follows:

1. Call to Order/Invocation.
2. Adoption of Minutes.

3. North Livingston Trails – Preliminary Plat Submittal
4. Old Business/New Business
5. Adjourn

The Board considered the Minutes of the April 6, 2017, meeting. Mr. Miller moved to approve the minutes as written. The motion was seconded by Mr. Malone and approved unanimously.

North Livingston Trails – Preliminary Plat Submittal

The Preliminary Plat for North Livingston Trails was submitted. On motion by Mr. Malone and seconded by Mr. Miller, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that the Preliminary Plat for North Livingston Trails be accepted as submitted.

OLD BUSINESS

None

NEW BUSINESS

None

There was no further business to be presented.

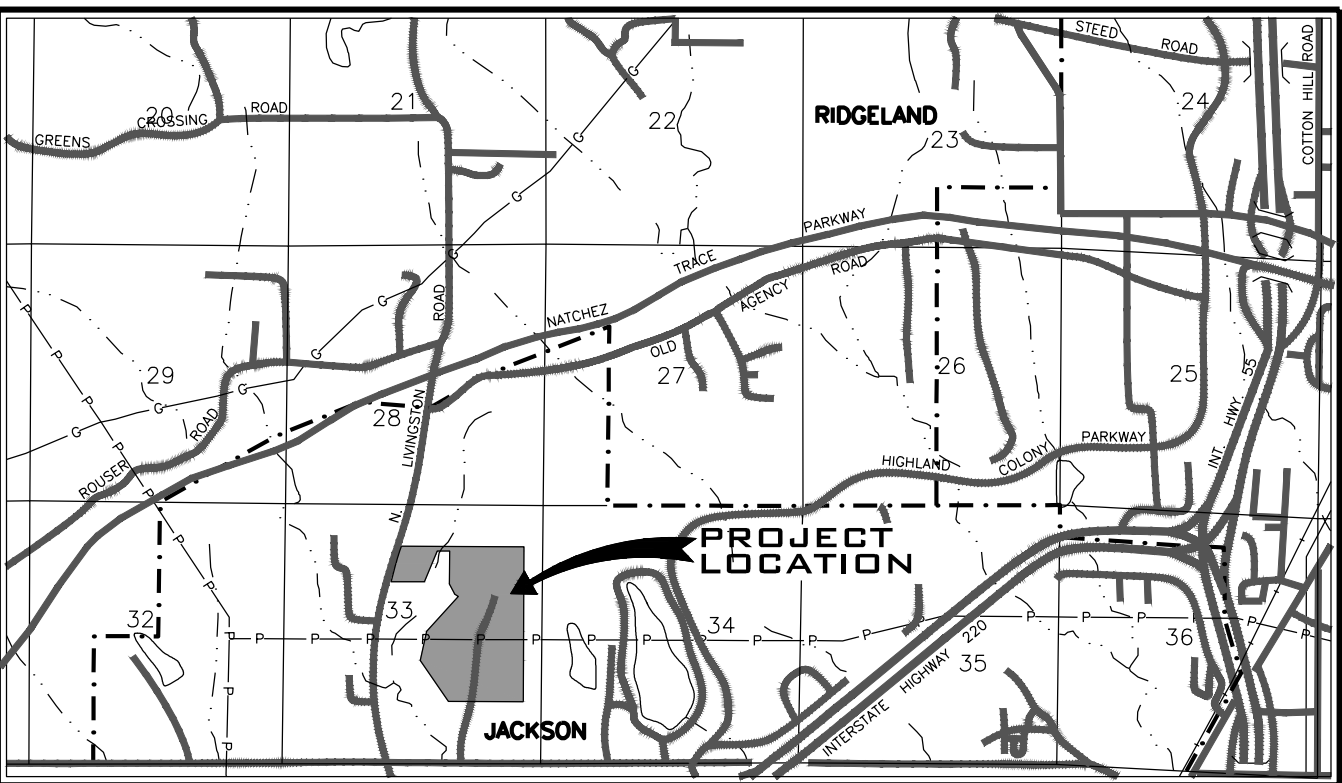
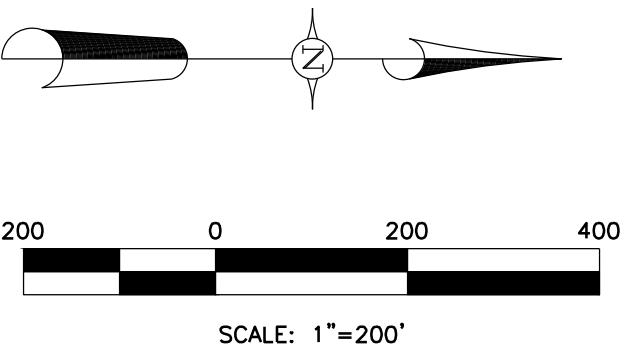
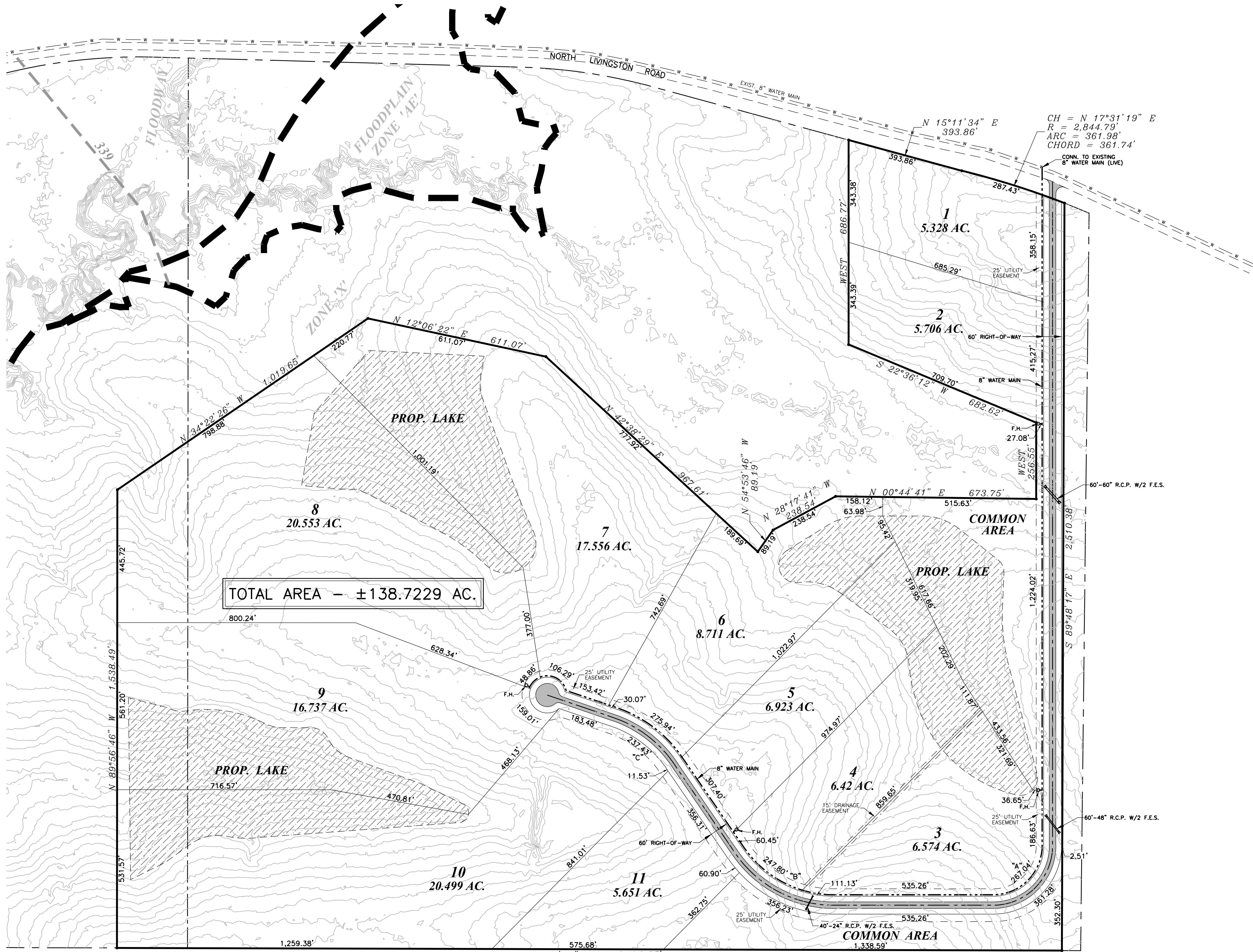
ADJOURNMENT

Mr. Murray moved that the meeting be adjourned and was seconded by Mr. Miller and approved unanimously.

WITNESS OUR HANDS, this the _____ day of _____, 2017.

BERNIE GIESSNER, Chairman

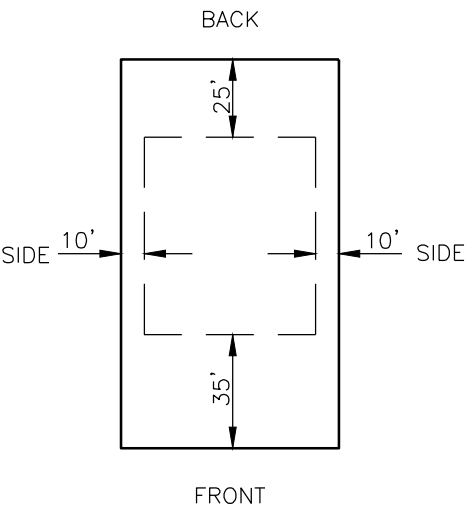
MICHELLE CABALLERO, Vice Chairman/Secretary



VICINITY MAP
N.T.S.

CENTERLINE CURVE DATA

"A"	"B"	"C"
$\Delta = 90^{\circ}00'00''$	$\Delta = 55^{\circ}34'53''$	$\Delta = 36^{\circ}46'03''$
$D = 28^{\circ}38'52''$	$D = 14^{\circ}19'26''$	$D = 14^{\circ}19'26''$
$T = 200.00'$	$T = 210.81'$	$T = 132.94'$
$L = 314.16'$	$L = 388.03'$	$L = 256.69'$
$R = 200.00'$	$R = 400.00'$	$R = 400.00'$

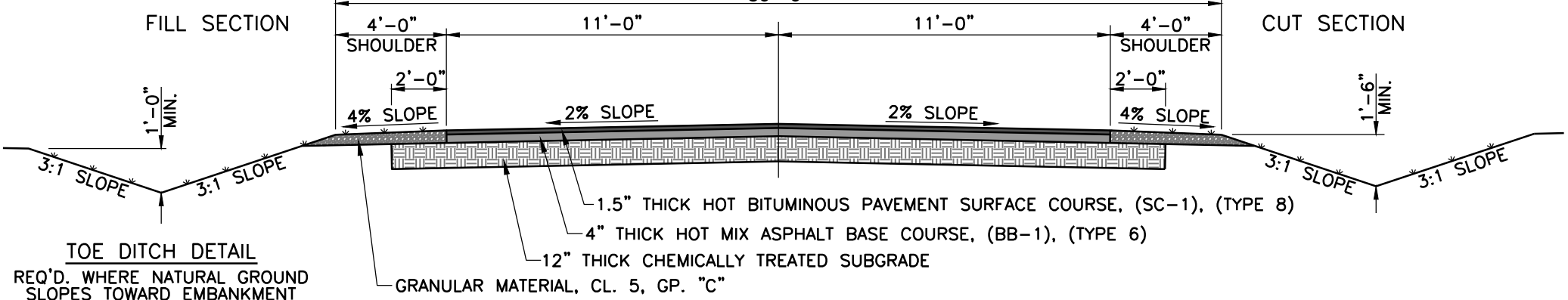


TYPICAL LOT DETAIL

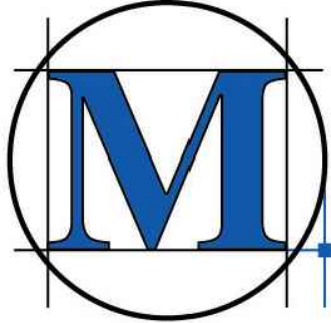
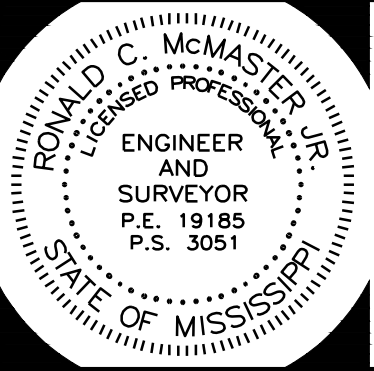
OWNER:
COUNTY LINE, LLC
233 1/2 EAST CAPITOL ST.
JACKSON, MS 39201
601-353-8349

NOTES:

- THIS PARCEL OF LAND IS SITUATED IN FLOOD ZONE X, WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, ACCORDING TO F.I.A. COMMUNITY PANEL 280890565 F. MADISON CO., MISS. DATED MARCH 17, 2010.
- ALL RADII ARE MEASURED TO THE EDGE OF PAVEMENT.
- CONTRACTOR SHALL MAKE EVERY EFFORT TO KEEP EXISTING STREETS FREE AND CLEAN OF DEBRIS DURING CONSTRUCTION.
- CONTRACTOR IS TO NOTIFY THE CITY ENGINEER NO LESS THAN 24 HOURS PRIOR TO PROPPOLLING THE SUBGRADES WITH A LARGE MOTOR GRADER OR HEAVILY LOADED DUMP TRUCK (20 TONS MIN.).
- A REPRESENTATIVE FROM THE CITY OF RIDGELAND SHALL BE PRESENT TO OVERSEE ANY UNDERCUTTING REQUIREMENTS IN THE ROADWAY.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF RIDGELAND, MISSISSIPPI, EXCEPT FOR THE FOLLOWING VARIANCES TO BE REQUESTED:
A. LENGTH OF CUL' DE SAC - SECTION 401.12 OF THE SUBDIVISION REGULATIONS ESTABLISHES THE MAXIMUM LENGTH OF A DEAD END STREET TO BE 500'. THE DEVELOPER REQUESTS THAT AN APPROXIMATE LENGTH OF 5,000 BE ALLOWED FOR THIS PROJECT.
- CONTRACTOR SHALL CONTACT MISSISSIPPI ONE CALL SYSTEM TO LOCATE AND MARK ALL UNDERGROUND UTILITIES BEFORE ANY EXCAVATION IS PERFORMED ON SITE.
- DOMESTIC WATER SERVICE AND FIRE PROTECTION WILL BE PROVIDED BY THE CITY OF RIDGELAND, MS. ALL UTILITY EASEMENTS SHALL BE OWNED BY THE CITY OF RIDGELAND, MS. SANITARY SEWER WILL BE PROVIDED BY ON-SITE WASTEWATER FACILITIES APPROVED BY THE MS DEPT. OF HEALTH.
- STREETS, DRAINAGE, DRAINAGE EASEMENTS, AND COMMON AREA SHALL BE PRIVATELY OWNED & MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- STORM WATER DETENTION FOR THIS DEVELOPMENT WILL BE PROVIDED BY THE PROPOSED LAKES, AS SHOWN.
- A LIGHTING PLAN WILL BE DESIGNED AND INSTALLED BY THE PROVIDER. A MINIMUM OF ONE(1) LIGHT SHALL BE PROVIDED FOR EACH EIGHT(8) LOTS AND AT EACH STREET INTERSECTION.
- STORM PIPE SIZES HEREON ARE PRELIMINARY AND WILL BE FINALIZED DURING THE CONSTRUCTION PLAN PHASE.
- DATE OF SURVEY: APRIL 17, 2017.



TYPICAL STREET SECTION

Revisions					Project No.	Designed By	NORTH LIVINGSTON TRAILS RIDGELAND, MISSISSIPPI		 McMASTER & ASSOCIATES, INC. CIVIL ENGINEERS & LAND SURVEYORS	212 WATERFORD SQUARE SUITE 300 MADISON, MS 39110 601.605.1090		PRELIMINARY PLAT	
#	Date	Nature	By	App'd.									
					M-2481	R.C.M.							
					5-8-2017	R.C.M.							
					SEE ABOVE	R.C.M.							1

***DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
NORTH LIVINGSTON TRAILS
SUBDIVISION***

_____, 20____

INDEXING INSTRUCTIONS:

Section ___, T___-R___, City of Ridgeland, Madison County, Mississippi

PREPARED BY AND AFTER
RECORDING RETURN TO:

William C. Smith III
MS Bar No. 7632
Watkins & Eager PLLC
400 East Capitol Street (39201)
Post Office Box 650
Jackson, MS 39205-0650
(601) 965-1900
www.watkinseager.com

TABLE OF CONTENTS

ARTICLE I.DEFINITIONS	1
Section 1.01.Definitions	1
ARTICLE II.PROPERTY SUBJECT DECLARATION	4
Section 2.01.The Property	4
Section 2.02.Common Areas	4
Section 2.03.Annexation of Additional Property	4
ARTICLE III.ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.....	5
Section 3.01.Membership	5
Section 3.02.Action by Members	5
Section 3.03.Members' Voting Rights.....	5
Section 3.04.Membership Appurtenant to Real Property.....	5
Section 3.05.Voting Conflict Between Members.....	5
Section 3.06.Termination and Reinstatement of Class B Members	6
Section 3.07.Other Voting Provisions	6
ARTICLE IV.BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION AND MANAGEMENT AGENT	6
Section 4.01.Board of Directors	6
Section 4.02.Powers and Duties	6
Section 4.03.Officers	8
Section 4.04.Management Agent.....	8
Section 4.05.Limitation of Liability	8
ARTICLE V.ASSESSMENTS ASSESSMENTS	9
Section 5.01.Covenants for Assessments	9
Section 5.02.Maintenance Assessments	9
Section 5.03.Annual Maintenance Assessment.....	10
Section 5.04.Special Assessments.....	10
Section 5.05.Dwelling and Lawn Maintenance.....	10
Section 5.06.Assessments Are Not Dues.....	10
Section 5.07.Costs and Expenses of Certain Damage.....	10
Section 5.08.Meetings to Approve Assessments.....	11
Section 5.09.Uniform Rate for Assessments	11

Section 5.10.Commencement of Assessments	11
Section 5.11.Equitable Adjustments.....	11
ARTICLE VI.ENFORCEMENT OF ASSESSMENTS	11
Section 6.01.Lien of Assessments	11
Section 6.02.Assessment Certificate	12
Section 6.03.Amount of Lien	12
Section 6.04.Priority of Lien	13
Section 6.05.Subordination to Mortgages	13
Section 6.06.Additional Default	14
ARTICLE VII.INSURANCE	14
Section 7.01.Association's Insurance	14
Section 7.02.Owner's Insurance.....	14
ARTICLE VIII.AD VALOREM TAXES	14
Section 8.01.Owners.....	14
Section 8.02.Association	14
ARTICLE IX.PROPERTY RIGHTS.....	14
Section 9.01.Member's Easements of Enjoyment	14
Section 9.02.Delegation of Use	16
ARTICLE X.ARCHITECTURAL CONTROL.....	16
Section 10.01.Establishment of the Architectural Review Committee	16
Section 10.02.Architectural Review Committee	16
Section 10.03.General Requirements	16
Section 10.04.Review Process.....	17
Section 10.05.Disclaimer.....	18
Section 10.06.Rules and Regulations	19
Section 10.07.Limitations.....	19
Section 10.08.Variances	19
ARTICLE XI.EASEMENTS.....	19
Section 11.01.Utility Easements.....	19
Section 11.02.Damage from Ingress and Egress	20
Section 11.03.Maintenance and Support Easements	20
Section 11.04.Detention Pond Easement.....	20

ARTICLE XII.USE AND OTHER RESTRICTIONS AND REQUIREMENTS.....	20
Section 12.01.Use of Lots and Dwellings	20
Section 12.02.Lease of Dwelling.....	21
Section 12.03.Sales and Construction Activities.....	21
Section 12.04.Time Sharing	22
Section 12.05.Trespass	22
Section 12.06.Easement Interference	22
Section 12.07.Reconstruction after Fire or Other Casualty Loss	22
Section 12.08.Vacant Lot Maintenance.....	22
Section 12.09.Signs	22
Section 12.10.Lot Division and Addition.....	22
Section 12.11.Signage, Antenna, etc.	23
Section 12.12.Pets.....	23
Section 12.13.Vehicle Use and Storage.....	23
Section 12.14.Mobile Homes and Trailers	23
ARTICLE XIII.BUILDING AND CONSTRUCTION CRITERIA AND REQUIREMENTS	24
Section 13.01.Parking Requirements.....	24
Section 13.02.Fencing Swimming Pools.....	24
Section 13.03.Secondary Structures	24
Section 13.04.Storage Areas.....	24
Section 13.05.Utility Lines	24
Section 13.06.Drainage Requirements	25
Section 13.07.Building Sizes and Locations	25
Section 13.08.Sewage Disposal.....	25
Section 13.09.Water Supply System	25
Section 13.10.Perimeter Fences.....	25
Section 13.11.Materials Storage.....	25
Section 13.12.Sedimentation Control.....	25
Section 13.12.Sedimentation Control.....	25
Section 13.13.Setback.....	25
Section 13.14.Sidewalks.....	26
Section 13.15.Existing Trees to Remain	26

Section 13.16 Mail Receptacle	26
ARTICLE XIV.ENFORCEMENT OF DECLARATION	26
Section 14.01.Compliance	26
Section 14.02.Enforcement.....	27
ARTICLE XV.GENERAL PROVISIONS.....	27
Section 15.01.Duration	27
Section 15.02.Amendments	27
Section 15.03.Interpretation	27
Section 15.04.Severability	27
Section 15.05.Headings	27
Section 15.06.Notices to Owner	27
Section 15.07.Successors of Declarant.....	28
Section 15.08.Incorporation by Reference on Resale.....	28
Section 15.09.No Dedication to Public Use	28
Section 15.10.Consents of Eligible Mortgage Holders	28
Section 15.11.Notice to and Rights of Eligible Mortgage Holders	28
Section 15.12.Captions and Gender	29
Section 15.13.Exhibits	29
Section 15.14.Entrances	29
ARTICLE XVI.DECLARANT'S RIGHTS AND RESERVATIONS	29
Section 16.01.Declarant's Rights and Reservations	29

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH LIVINGSTON TRAILS SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for **NORTH LIVINGSTON TRAILS SUBDIVISION** ("Declaration") is made on this the ____ day of _____, 20____, by **[DECLARANT'S NAME]**, a Mississippi _____ ("Declarant").

The Declarant desires to create and develop a residential community on the Property (defined below) which shall have designated common areas ("Common Areas") and common facilities ("Common Facilities") for the benefit of North Livingston Trails Subdivision. The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of the charm and beauty of North Livingston Trails Subdivision and for the designation, administration and maintenance of the Common Areas and Common Facilities. Therefore, the Declarant desires to subject all property now or hereafter subject to the Declaration ("the Property"), including any and all improvements constructed or to be constructed on the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens contained in this Declaration which individually and collectively are for the benefit of the Property, each Owner and the Declarant.

The Declarant desires the efficient preservation of the values and amenities in, and the enhancement of the charm and beauty of North Livingston Trails Subdivision. Therefore, the Declarant has created and organized the North Livingston Trails Subdivision Property Owner's Association, Inc., a Mississippi nonprofit corporation ("Association"), and has delegated and assigned the powers and duties created by and in this Declaration to the Association for the administration and maintenance of the Common Areas and Common Facilities, the administration and enforcement of the provisions of this Declaration, and the determination, collection and disbursement of assessments and other charges.

Now, therefore, the Declarant declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this declaration which (i) are agreed and declared to be beneficial for and in aid of the development of the residential community and the improvements of the Property, (ii) shall be deemed to run with and bind the Property, and (iii) shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and each Person who has or acquires any interest in any portion of the Property or the improvements on the Property, including the Association, any Owner and any Person who holds such interest solely as security for the performance of an obligation or the payment of a debt.

ARTICLE I. DEFINITIONS

Section 1.01.Definitions. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Section 1.01 unless otherwise specified or the context requires a different construction.

"Additional Property" shall mean any other real property in Madison County, Mississippi, contiguous or adjacent to or in close proximity to the Property, owned by the Declarant or any of its partners or any other entity in which the Declarant or its partners own an interest.

"Architectural Review Committee" shall mean and refer to the committee which shall be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided in Article X hereof.

"Architectural Review Guidelines" shall mean the "North Livingston Trails Architectural Review Guidelines" attached hereto as Exhibit B and incorporated herein, as such guidelines may be amended at any time and from time to time by the Architectural Review Committee.

"Assessment" shall mean the share allocated to a Lot and thereby the Owners of such Lot of the Association's (i) Maintenance Assessments if elected by the Board of Directors and Class A Members as described under Section 5.02, (ii) Special Assessments under Section 5.04, and (iii) expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

"Association" shall mean the North Livingston Trails Subdivision Property Owner's Association, Inc., a Mississippi nonprofit corporation, and its successors and assigns.

"Board of Directors" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the bylaws of the Association as amended from time to time.

"Charter" means The Articles of Incorporation of the Association, as amended from time to time.

"Common Areas" shall mean all real property shown and designated on the Plat as Common Area and which real property is owned by or otherwise made available to the Association for the common use, benefit and enjoyment of the Members.

"Common Facilities" shall mean all the buildings and other improvements constructed on any portion of the Common Area for the common use, benefit and enjoyment of the Members.

"Declarant" shall mean [DECLARANT'S NAME] LLC, a Mississippi limited liability company, and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for North Livingston Trails Subdivision as Supplemented from time to time.

"Developer" means the Declarant and each Person who is a successor in title to or acquires a fee simple interest from the Declarant with respect to any Lot, except the Association, and with the Declarant's permission is engaged in the business of the development, improvement and sale of any Lot, including the construction and sale of a Dwelling and related improvements or appurtenances on any Lot.

"Dwelling" shall mean a fully detached residence which is designed and used as a conventional single family home, and which should be designed to maximize views, climatic conditions, and the environmental amenities of the site.

"Eligible Mortgage Holder" shall mean those holders of a First Mortgage on a Lot who have requested, in writing, the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders or of any Assessment or installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days.

"First Mortgage" shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a Lot which has priority over all other mortgages, deeds of trusts or similar encumbrances creating liens or encumbrances against such Lot.

"Invitees" shall mean an Owner's tenants, guests, patrons, employees or other guests or invitees.

"Lot" shall mean each subdivided parcel, plot or tract of land constituting a portion of the property which is shown and designated as a numbered lot on any subdivision plat filed for record in the office of the Chancery Clerk of Madison County, Mississippi, and is intended to be improved with a Dwelling, but does not include the Common Areas.

"Maintenance Assessments" are those Assessments described in Section 5.02 hereof.

"Management Agent" means the Person, if any, employed or retained by the Board of Directors for the purpose of conducting and managing the daily operations of the Association.

"Member" shall mean each Person who holds or has any class of membership in the Association as provided by Article III.

"Mortgagee" shall mean any Person who owns, holds or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against any Lot, including, but not limited, to (i) a bank, (ii) a savings and loan association, (iii) a trust company, (iv) an insurance company, (v) a mortgage company, (vi) a trust, (vii) a mortgage insurance company, (viii) a mutual savings bank, (ix) a real estate investment trust, (x) a credit union, (xi) a pension fund, (xii) the Federal National Mortgage Association, (xiii) the Federal Home Loan Mortgage Corporation, (xiv) a recognized institutional type lender or loan correspondent, (xv) any agency or a department of The United States of America or any state, county or municipal government, (xvi) a corporation, or (xvii) an individual.

"Owner" shall mean the record holder, whether one or more Persons, of a fee or undivided fee interest in or to any Lot, including contract sellers, but excluding those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt.

"Person" shall mean an individual, a corporation, a general or limited partnership, an association, a trust, an estate or any other legal entity.

"Plans" means the plans, blueprints, drawings, specifications and samples (including, without limitation, the "Preliminary Review Submittal" and the "Final Design Submittal" as required by the Architectural Review Guidelines) prepared by or for a Developer or other builder or Owner in connection with the development or improvement of a Lot.

"Plat" shall mean the subdivision map(s) or plat(s) of the Property which has been or shall be filed for record in the office of the Chancery Clerk of Madison County, Mississippi.

"Property" shall mean all real property situated in Madison County, Mississippi, which is described in Exhibit A, and all additions thereto which by annexation in accordance with the terms and provisions of this Declaration are subject to the covenants and restrictions of this Declaration.

"Special Assessments" are those Assessments described in Section 5.04 hereof.

"Supplement" means any amendment, modification, change or restatement of or to this Declaration.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

Section 2.01.The Property. The real property which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used occupied, hypothecated or encumbered, and improved subject to this Declaration is the Property which is located in Section ____, Township ____, Range ____, Madison County, Mississippi, and is more particularly described in Exhibit A and such portions of the Additional Property which may be annexed to the Property from time to time as provided by Section 2.03 hereof.

Section 2.02.Common Areas. The designation of any portion of the Property as a Common Area shall not mean that the public at large acquires any easement of benefit and enjoyment in or to the Common Areas.

Section 2.03.Annexation of Additional Property. At any one or more times prior to December 31, 2040, and without the consent of the Class A Members, the Declarant or any other person with the written consent of the Declarant, shall have the right, privilege or option to annex to the Property any of the Additional Property. Any such annexation shall have the effect of making the annexed property part of the Property and extending the scheme of the within covenants and restrictions to such annexed property. However, no such annexation shall occur until same has been accomplished in the manner herein prescribed:

(a) Any annexations of Additional Property to the Property shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions in the land records in the office of the Chancery Clerk of Madison County, which Supplementary Declaration shall extend the scheme of the within covenants and restrictions to the annexed Additional Property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the Additional Property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain whatever complimentary additions and modifications to the provisions of the Declaration as may be appropriate to reflect the different character or use, if any, of the annexed Additional Property, including, but not limited to setback lines, total square footage to be contained within any residence, easements, and degree of care and assessments for any care not rendered to all of the

Property; provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of this Declaration.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.01.Membership. The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the fee title to a Lot and is included in the definition of an Owner under Article I. When more than one Person owns or holds an interest or interests in a Lot, then all such Persons shall be Members.

Section 3.02.Action by Members. The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Declarant, and Class B Members, which shall be the Declarant. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

Section 3.03.Members' Voting Rights. Except as otherwise specifically provided in the Charter or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot. No Class A Member shall be entitled to vote so long as the Class B Member owns any Lot, property or parcel in North Livingston Trails Subdivision.

(b) Until such time as the Declarant executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Member shall be the Declarant who shall be entitled to four votes for each Lot owned by the Declarant.

Section 3.04.Membership Appurtenant to Real Property. The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

Section 3.05.Voting Conflict Between Members. If the fee title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such fee title to the Lot shall object prior to the completion of voting upon the particular matter under

consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

Section 3.06.Termination and Reinstatement of Class B Members. If on any one or more occasions all Class B memberships should terminate, and if after any such termination the Declarant, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarant as a Class B Member shall be fully reinstated, and following each such occasion, the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members until such time as said Class B memberships terminates as set forth herein. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Declarant, and the nominee or nominees, if any, of the Declarant, shall have all rights and powers of Class B membership, as herein provided.

Section 3.07.Other Voting Provisions. The Charter and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

ARTICLE IV.
BOARD OF DIRECTORS AND OFFICERS
OF THE ASSOCIATION AND MANAGEMENT AGENT

Section 4.01.Board of Directors. The Association and the affairs of the Association shall be managed and controlled by the Board of Directors which shall have all the power, authority and duty necessary or appropriate for such management and control. The Board of Directors shall consist of three individuals or such greater number of individuals as may be prescribed in the Bylaws from time to time. Directors are not required to be Members, and shall be appointed by the Declarant or elected by the Members in the manner prescribed in the Bylaws.

Section 4.02.Powers and Duties. The management and administration of the Association's affairs, the Board of Directors shall have power, authority and duty to do all acts and actions, except acts and actions which by law, this Declaration, the Charter or the Bylaws may be exercised only by or are reserved only to the Members. Such powers, authorities and duties of the Board of Directors to create, establish or approve policies or decisions relating to the management and administration of the Association's affairs include, but shall not be limited to, the following:

(a) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Areas and Common Facilities.

(b) To establish, determine, assess, collect, use and expend the Assessments from the Members, and to file and enforce liens for such Assessments.

(c) To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Review Committee pursuant to Section 10.06, the Management Agent pursuant to Section 4.04 (d), or as the Board of Directors may consider to be appropriate with respect to the Property, the Lots, any improvements on the Lots, including Dwellings, or the use, occupancy and maintenance of the Common Areas and

Common Facilities including, but not limited to, rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use, benefit and enjoyment of the Common Areas and Common Facilities by the Members and other authorized Persons, or to govern activities which may be environmentally dangerous or hazardous, including the use or application of fertilizers, pesticides and other chemicals in or on the Property.

(d) To purchase insurance upon the Common Areas and Common Facilities.

(e) To maintain, repair, restore, reconstruct or demolish all or any portion of the Common Areas or Common Facilities after any casualty loss, and to otherwise improve the Common Areas and/or Common Facilities.

(f) To lease or grant licenses, easements, rights-of-way and other rights of use in or option, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, or otherwise convey all or any portion of the Common Areas and/or Common Facilities upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association. The sale of Common Areas shall be subject to the provisions of Section 9.01(j) hereof.

(g) To lease as tenant, purchase or otherwise acquire Lots and to option, lease, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey any of such Lots upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(h) To retain or employ a Management Agent for such compensation and for the performance of such duties and services as established or prescribed by the Board of Directors from time to time.

(i) To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs.

(j) To prosecute, defend, appeal, settle, compromise or submit to arbitration any suit, action, claim or proceeding at law or in equity or with or before any governmental agency or authority which involves or affects the Association, including the Common Areas and/or Common Facilities.

(k) To retain or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, landscape architects, contractors, engineers, consultants or other persons who may be helpful, necessary, appropriate or convenient in or to the Association's affairs, whether or not related to or affiliated with any director or officer of the Association or any Member.

(l) Subject to Section 9.01(d), to borrow any funds required for the Association's affairs from any person on such terms, conditions and provisions as may be acceptable to the Board of Directors, and to secure the repayment of any such loans by executing deeds of trust or by pledging or otherwise encumbering or subjecting to security interests all or any portion of the assets of the Association, including the Common Areas and Common Facilities.

Section 4.03.Officers. The Association shall have such officers as are prescribed by the Bylaws. The officers shall conduct affairs of the Association and implement the policies and decisions of the Board of Directors.

Section 4.04.Management Agent. The Board of Directors may retain or employ a Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time may authorize. The Association is specifically authorized to undertake "self-management" and is not obligated or required to retain or employ a Management Agent. The Management Agent shall perform such duties and services as the Board of Directors shall direct and authorize which may include, without being limited to, the following power and authority:

(a) To collect Assessments, and enforce liens to secure the collection of such Assessments.

(b) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Areas and Common Facilities.

(c) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Areas and Common Facilities.

(d) To enforce and recommend that the Board of Directors approve and enforce such rules and regulations, restrictions and requirements relating to maintenance, care, upkeep, surveillance, services and operation of the Common Areas and Common Facilities as may be recommended by the Management Agent from time to time.

(e) To provide such other services for the Association as may be requested by the Board of Directors, including legal and accounting services.

Any management agreement entered into by the Association and any Management Agent shall permit termination without cause by the Association upon 30 days' written notice to the Management Agent. The term of any such management agreement shall not exceed one year, but may be renewable by mutual agreement for successive one-year terms.

Section 4.05.Limitation of Liability. The Association, the Board of Directors and each director and each officer of the Association shall not be liable for any failure of or failure to provide any service to be furnished by the Association or to be paid with funds from charges or fees or from Assessments, or for injury, including death, or damage, or damage to any Person or property caused by the elements or caused by or resulting from electricity or water which may discharge or flow from any portion of the Common Areas or Common Facilities or from any wire, pipe, drain, conduit or similar property. The Association shall not be liable to any Member or any other person for theft or other loss of or damage to any property which may be left or stored upon the Common Areas and/or Common Facilities. No diminution or abatement of annual maintenance or special Assessments shall be claimed or allowed for inability to use, inconvenience or discomfort caused by or arising or resulting from the need for or the conduct of routine or other maintenance or repairs or the construction or reconstruction of improvements on

the Common Areas or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE V. ASSESSMENTS

Section 5.01.Covenants for Assessments. Each Owner by acceptance of a Deed or other conveyance document for a Lot, whether or not expressed in any such Deed or other conveyance document shall be deemed to covenant and agree to pay to the Association any Maintenance Assessments or Special Assessments which shall be levied by the Association. Each such assessment shall be a charge on the land, and shall be a continuing lien upon each Lot and the personal obligation of the Person who is the Owner of such Lot at the time the Assessment fell due. No Class A Member may become exempt from other otherwise avoid liability for the payment of any Assessment by the abandonment of any Lot or by the abandonment or release of the Member's rights to use, benefit and enjoy the Common Area and/or Common Facilities. At the discretion of the Declarant such Assessments may commence at the time of the conveyance of any Lot, parcel or portion of North Livingston Trails Subdivision.

Section 5.02.Maintenance Assessments. Except as permitted by Section 5.07, any Maintenance Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents of the Property, including the improvement, maintenance and repair of the Common Areas and/or Common Facilities and (ii) to pay the cost of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of, the Common Areas and/or Common Facilities. The purposes for which the Maintenance Assessments may be levied include, but are not limited to, the following purposes:

(a) The amount of all operating expenses of or for the Common Areas and/or Common Facilities and the services furnished or provided to or in connection with the Common Areas and/or Common Facilities, including charges for any services furnished or provided by the Association.

(b) The costs of appropriate or necessary management and administration of the Common Areas, including fees or other compensation paid to a Management Agent.

(c) The amount of all taxes and assessments levied against the Common Areas.

(d) The costs of fire and extended coverage and liability insurance on the Common Areas and/or Common Facilities and the Association's other assets and the costs of such other insurance with respect to the Common Areas and/or Common Facilities and the Association's other assets and affairs as the Board of Directors considers appropriate.

(e) The costs of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by or for the Association for or to the Common Areas, and/or the Lots.

(f) The costs to maintain, replace, repair and landscape the Common Areas and to keep same in a good and safe condition, including, but not limited to, the costs to maintain, replace and repair any sidewalks, walking and jogging tracks, private streets, fences, gates and other improvements and such Common Facilities and equipment as the Board of Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair, landscaping and safe operating condition.

(g) The costs to fund all reserves established by the Association, including any appropriate general operating reserve and/or reserve for replacement of assets.

Section 5.03. Annual Maintenance Assessment. Prior to the first day of January in each year the Board of Directors shall adopt a budget estimated by the Board of Directors to be sufficient to meet the cost and expenses described in Section 5.02 hereof and shall fix and levy the annual Maintenance Assessment at an amount sufficient to meet the budget adopted by the Board of Directors.

Section 5.04. Special Assessments. In addition to the Maintenance Assessments authorized in Section 5.01, the Association may levy Special Assessments as follows:

(a) In any fiscal year the Association may levy a Special Assessment applicable only to that fiscal year (i) for the purpose of paying all or a portion of the costs of any construction, reconstruction, replacement or inordinate repair or maintenance of improvements on the Common Areas, including the fixtures and personal property on or related to the Common Areas and/or Common Facilities, or (ii) for such other purposes as the Board of Directors may consider to be appropriate. Any such Assessment shall be approved by a vote of two-thirds of the voting power of each class of the Members.

(b) The Association may levy a Special Assessment against any Lot and the Owners of any Lot for reimbursement (i) of or for repairs occasioned by the willful or negligent acts of the Owners of such Lot, or (ii) of or for any and all costs, expenses and expenditures made or incurred by the Association with respect to either such Lot, including work or activities performed on such Lot, or the Owners of such Lot pursuant to the provisions of this Declaration, including the discharge or satisfaction of any obligation or duty imposed on such Owners under this Declaration.

Section 5.05. Dwelling and Lawn Maintenance. The Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Areas and Facilities, unless, by the majority vote of the Members, the Association elects to provide to its Members lawn care and yard maintenance in which event, a charge determined by the Board of Directors shall be levied against and assessed to every Lot so maintained by the Association.

Section 5.06. Assessments Are Not Dues. No portion of the annual Maintenance Assessment and Special Assessments provided in or permitted by this Article V are intended to be, or shall be construed to be, dues for membership in the Association.

Section 5.07. Costs and Expenses of Certain Damage. Whether or not specifically provided in this Declaration, if the Board of Directors determine that any Owner (i) has failed or refused to properly satisfy or discharge any maintenance, repair, care, upkeep, replacement or any other

obligations or duties for which the Owner is responsible under this Declaration, including, without limitation, lawn care and yard maintenance, or (ii) is responsible for damage to the area of common responsibility which is not covered by insurance, then, if deemed to be necessary or appropriate by the Board of Directors, the Association may provide such maintenance, repair, care, upkeep or replacement or satisfy or discharge any such other obligations or duties at the Owner's sole cost and expense. Such costs and expenses shall be increased by all amounts described in Section 6.03. All such amounts shall be considered to be a Special Assessment under Section 5.04 against the Lot, and **THE OWNERS OF SUCH LOT SHALL BE PERSONALLY RESPONSIBLE AND LIABLE FOR THE PAYMENT OF ALL SUCH AMOUNTS IMMEDIATELY UPON NOTICE FROM THE ASSOCIATION, AND ALL SUCH AMOUNTS SHALL BECOME A LIEN AGAINST SUCH LOT WHICH SHALL BE ENFORCEABLE BY THE ASSOCIATION.**

Section 5.08.Meetings to Approve Assessments. If the consent or approval of any class of the Members is required for any action under this Article V, then the Board of Directors shall call a meeting of the Members pursuant to the Bylaws for the purpose of considering the consent or approval for such action. All Assessments requiring the consent or approval of the Members must be approved by a vote of two-thirds of the voting power of each class of the Members.

Section 5.09.Uniform Rate for Assessments. All Assessments shall be levied at a uniform rate for each Lot to which Class A membership is appurtenant, except Special Assessments under Section 5.04(b). The Board of Directors may change or modify the pro rata obligations of any Lot or the Owners of such Lot for the purposes of levying Assessments, except Special Assessments under Section 5.04(b), only if approved by at least two-thirds of the voting power of each class of the Members.

Section 5.10.Commencement of Assessments. The Association is hereby authorized and empowered to collect any Assessment, or portion thereof, levied by the Association against any Lot from the Owner and Purchaser of such Lot at the time of the closing of such Lot from the Declarant.

Section 5.11.Equitable Adjustments. If a Supplement is filed for record which annexes Additional Property to the Property and specifies that a greater or lesser level of use, benefit or enjoyment of the Common Area or of services shall be available or provided by the Association with respect to any portion of the annexed Additional Property, then the Supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance or special Assessments under Section 5.02, Section 5.04 or Section 5.05 with respect to such annexed Additional Property. In such event, the Association shall have the authority and the duty to make equitable adjustments in and to the procedures described in this Article V for the establishment, determination and calculation of the annual Maintenance Assessment and Special Assessments to reflect any such different level of use, benefit and enjoyment of the Common Area or services available or provided by the Association.

ARTICLE VI. ENFORCEMENT OF ASSESSMENTS

Section 6.01.Lien of Assessments. Each Assessment with respect to or against a Lot plus such additional amounts as are specified in Section 6.03 shall be (i) a charge on the land, (ii) a

continuing lien upon and against the Lot, (iii) binding upon such Lot, and (iv) the continuing joint and several personal obligation and liability of each Person who was an Owner of such Lot when any portion of the Assessment became due and payable and each such Person's heirs, devisees, personal representatives, successors and assigns, which shall not be extinguished or diminished by any transfer or conveyance of any Lot.

The personal obligation of each Member to pay all Assessments levied against his Lot shall continue for the full statutory period permitted by law, and a suit to recover a monetary judgment for the non-payment of all or any portion of any Assessment, including any installment, may be commenced and maintained by the Association without the foreclosure or waiver of any lien created under this Declaration to secure the payment of the Assessment. Any judgment may include all amounts specified in Section 6.03. **THE ASSOCIATION MAY COMMENCE AND MAINTAIN AN ACTION AT LAW AGAINST ANY MEMBER PERSONALLY OBLIGATED OR LIABLE TO PAY ANY ASSESSMENT AND/OR MAY FORECLOSE THE LIEN AGAINST ANY LOT IN THE MANNER NOW OR HEREAFTER PROVIDED IN THE STATE OF MISSISSIPPI FOR FORECLOSURE OF MORTGAGES AND OTHER LIENS ON REAL PROPERTY CONTAINING A POWER OF SALE PROVISION.** Any such foreclosure by the Association shall be subject to the substantive and procedural requirements prescribed by the laws of the State of Mississippi applicable to the foreclosure of mortgages and other liens on real property containing the power of sale provision.

The Association shall have the right to reject partial payments of an Assessment and to demand the full payment of such Assessment. The lien for unpaid Assessments shall be unaffected by any sale or other transfer or conveyance of the Lot subject to the Assessments, and the lien shall continue in full force and effect. No Member may waive or otherwise avoid or escape personal liability for payment of any Assessment by abandonment of his Lot or by abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Areas and Facilities.

Section 6.02. Assessment Certificate. Upon five days' notice, the Board of Directors shall furnish a certificate signed by an Association officer to any Member liable for the payment of any Assessment or to any other Person having legitimate interest in the payment of such Assessment stating whether or not the Assessment has been paid. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid in the certificate. The Board of Directors may require the payment of a reasonable charge for the issuance of a certificate.

Section 6.03. Amount of Lien. Upon the default by any Owner of any Lot in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments against the Lot and the Owners of the Lot shall immediately be and become due and payable, unless the Board of Directors shall otherwise direct. In addition to the amount of the unpaid annual maintenance and special Assessments, the following amount shall be considered to be special Assessments against the Lot and the Owners of such Lot and shall be subject to the lien of Assessments provided under Section 6.01:

(a) All reasonable costs and expenses of collection incurred or paid by the Association, including attorneys' fees, court costs and other costs and expenses relating to the collection or enforcement of the lien of Assessments.

(b) Such late payment charges or fees as shall be established by the Board of Directors from time to time.

(c) Such Association overhead charges as shall be established by the Board of Directors from time to time to reimburse or compensate the Association for overhead or indirect costs and expenses incurred to collect unpaid Assessments or to perform or satisfy any obligation or duty imposed upon such Owners under this Declaration.

(d) Interest on or with respect to all amounts specified in this Section 6.03, including the unpaid balance of all Assessments, and such interest shall accrue from the due date until the payment of each such amount until paid in full at the maximum rate of interest permitted by law in the State of Mississippi on loans to the Owners from Persons similar to the Association.

Section 6.04. Priority of Lien. The lien to secure payment of an Assessment against a Lot shall have preference over any other liens, assessments, judgments or charges of whatever nature, except (i) general and special assessments for ad valorem property taxes on or against such Lot, (ii) the lien of any First Mortgage on such Lot made in good faith and for value received and duly recorded prior to the Assessment creating the lien against the Lot, or duly recorded after receipt of a certificate under Section 6.02 stating that payment of the Assessment was current as of the date the First Mortgage was filed for record.

Section 6.05. Subordination to Mortgages. As provided by Section 6.04, the lien against any Lot to secure payment of any Assessment shall be subordinate to the lien of any duly prior recorded First Mortgage on or against the Lot made in good faith and for value received, and shall not affect the rights of the holder of any First Mortgage. However, the lien shall be subordinate only to Assessments which have become due and payable prior to the sale or other transfer of or conveyance of the Lot pursuant to a foreclosure of any such First Mortgage, or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any such holder of a First Mortgage who acquires possession of such Lot pursuant to a foreclosure or pursuant to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any purchaser or assignee at a foreclosure sale or any transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure, shall acquire the Lot free of any claims for unpaid Assessments levied against the Lot which accrued prior to the time such holder acquires possession of the Lot, or prior to foreclosure sale or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, except for claims for a proportionate share of such unpaid Assessments resulting from a reallocation of such unpaid Assessments among the various Lots. However, such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the holder of the First Mortgage in possession or the purchaser or assignee at foreclosure or the transferee under any deed, assignment, or other proceeding or arrangement in lieu of foreclosure, from any liability for payment of any Assessments thereafter becoming due, or from the lien created to secure the payment of such Assessments, and the lien for the payment of such Assessments thereafter becoming due and payable shall have the same effect and shall be enforced in the same manner as provided in this Article VI.

No amendment to this Section 6.05 shall adversely affect the rights of the holder of any First Mortgage on any Lot filed for record prior to the amendment being filed for record of the

holder or any indebtedness secured by such First Mortgage, unless such holders execute, approve or consent to the amendment.

In its sole and absolute discretion, the Board of Directors may extend the provisions of this Section 6.05 to Mortgagees not otherwise entitled to the benefits of this Section 6.05.

Section 6.06.Additional Default. Any First Mortgage encumbering a Lot shall provide that any default by the mortgagor in the payment of any Assessment or any installment of an Assessment shall be a default under the First Mortgage. The failure to include such a provision in any First Mortgage shall not affect the validity or priority of the First Mortgage, and the protection extended by Section 6.04 and Section 6.05 to the holder of the First Mortgage or the holder of the indebtedness secured by the First Mortgage shall not be altered, modified or diminished by reason of or as result of such failure.

ARTICLE VII. INSURANCE

Section 7.01.Association's Insurance. The Association shall apply for, obtain, pay the costs or premiums of, and maintain insurance in such limits and forms and from such companies as the Board of Directors shall consider appropriate.

Section 7.02.Owner's Insurance. Each Owner shall insure his Dwelling and other improvements on his Lot at all times for full replacement value against losses due to hazards which may be insured or covered under extended coverage provisions, including fire, windstorm, hail explosion, riot, civil commotion, aircraft, vehicles, and smoke, and other hazards. Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his Dwelling and other improvements, including decorations, furnishings and personal property in or on such Dwelling or the other improvements, and his personal property stored elsewhere on his Lot or the Property, and for his personal liability to Persons which is not covered by liability insurance for all Owners obtained by the Association and included in the annual maintenance Assessments.

ARTICLE VIII. AD VALOREM TAXES

Section 8.01.Owners. Each Owner shall be responsible for the payment of and shall promptly pay all ad valorem taxes assessed on or against his Lot and improvements on his Lot.

Section 8.02.Association. The Association shall pay the ad valorem taxes assessed on or against the Common Areas and the Association's other assets.

ARTICLE IX. PROPERTY RIGHTS

Section 9.01.Member's Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any Common Areas and Common Facilities by the Members and their families and Invitees. Any such fees shall be charged on a uniform basis for each Member. No admission or other fees shall be charged or levied for the use of any streets.

(b) The right of the Association, acting by and through its Board of Directors, to suspend any Member's voting rights and any Member's rights to use the Common Areas and Common Facilities for any period during which any Assessment remains unpaid and for any period not exceeding 60 days (or until infraction, breach or violation is remedied) for any infraction, breach or violation of rules and regulations of the Association. The rights of the Members to use the streets may not be suspended by the Association for any reason whatsoever.

(c) The right of the Association, acting by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Association. No such dedication or transfer shall be effective unless either Members representing at least two-thirds of the voting power of each class of Members approve or consent to such dedication, transfer, purpose and conditions, or an instrument agreeing or consenting to such dedication or transfer executed by Members representing at least two-thirds of the voting power of each class of Members has been filed for record.

(d) In accordance with the Charter and the Bylaws, the right of the Association to borrow money to repair, maintain or improve all or any portion of the Common Areas and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members, and in connection with any such loan to subject all or any portion of the Common Areas and Common Facilities to the liens of deeds of trust or other security interests. The Association shall not borrow money or subject all or any portion of the Common Areas or Common Facilities to the lien of a deed of trust or other security interest unless approved by Members representing at least two-thirds of the voting power of each class of Members.

(e) The right of the Association and/or its Board of Directors to take any action permitted by this Declaration as is reasonably appropriate or necessary to prevent a default of any of the Association's obligations or to protect the assets of the Association against or from foreclosure or enforcement of a security interest by a creditor.

(f) The right of the Association and/or its Board of Directors to adopt reasonable rules and regulations with respect to the use of the Common Areas and Common Facilities.

(g) The right of the Declarant to dedicate or grant all or any portion of the streets, roads, parking areas, sidewalks and/or rights-of-way as shown and designated on the plat to any governmental authority having jurisdiction over the Property as the Declarant shall see fit, in its sole discretion, without the approval of the Association, the Board of Directors, the Members or any other Person.

(h) The right of the Association to grant licenses, rights of way, and easements for access, drainage or for the construction, reconstruction, maintenance and repair of any public or private utility lines or appurtenances to any governmental agency or authority or any utility, the Declarant or any other Person, provided that no such license, right of way or easement shall be

unreasonably and permanently inconsistent with the rights of the Members to the use, benefit and enjoyment of the Common Area.

(i) The right of the Association to maintain guarded or electronically monitored gates to restrict or monitor vehicular traffic over, on or across any private streets and roads located or situated in or on any portion of the Common Area.

(j) The right of the Association to sell, transfer or convey any part of the Common Area which it determines to be beneficial to the Members, upon the consent of two-thirds of the voting power of each class of Members, or upon the filing for record of an instrument agreeing or consenting to such sale, transfer or conveyance executed by Members representing at least two-thirds of the voting power of each class of Members.

Section 9.02.Delegation of Use. In accordance with the Bylaws and subject to such reasonable rules and regulations as the Board of Directors may adopt or promulgate and uniformly apply and enforce, any Member may delegate his rights to the use, benefit and enjoyment of the Common Areas and Common Facilities to (i) family members who reside permanently with such Owner, (ii) contract purchasers who reside on the Property, and (iii) Invitees.

ARTICLE X. ARCHITECTURAL CONTROL

Section 10.01.Establishment of the Architectural Review Committee. There is hereby established the North Livingston Trails Subdivision Architectural Review Committee (referred to herein as "Architectural Review Committee" or "ARC"). The Architectural Review Committee shall be appointed by the Declarant as long as Declarant owns of record any Lot, property or parcel within the Property or any Additional Property subject to Annexation. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors. Declarant or its representative may continue to advise the Board and ARC as long as requested by the Board.

Section 10.02.Architectural Review Committee. After the Declarant has sold all Lots in the Property and the Additional Property, the Architectural Review Committee shall consist of not less than three nor more than five individuals who shall be appointed or designated from time to time by the Board of Directors and who may be but are not required to be Members. The members of the Architectural Review Committee shall serve at the pleasure of the Board of Directors and may be removed at any time by the Board of Directors with or without cause. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding, determination, ruling or order or to issue any permit, consent, approval or disapproval under this Declaration, including this Article X and the approval or disapproval of all or any portion of any Plans, or to recommend that the Board of Directors adopt any rule or regulation relating to the provisions of this Article X.

Section 10.03.General Requirements. Except for the purposes of proper maintenance and repair, no improvement, including, but not limited to, buildings, fences, walls or other structures, and no exterior addition, change or alteration to any improvement, including any change or alteration of color, shall be commenced, erected, constructed, placed, altered, moved, maintained or permitted to remain on any portion of the Property, including any Lot, until after compliance

with the review process of this Article X and approval of the Plans by the Architectural Review Committee. Any Developer or other builder, including any Owner of a Lot shall not remodel or alter existing improvements on any Lot until approval has been granted by the Architectural Review Committee in accordance with the review process of this Article X and as set forth in the Architectural Review Guidelines. The Developer or other builder, at its expense, shall complete and submit to the Architectural Review Committee two complete sets of Plans in electronic form for review by the Architectural Review Committee. The Plans shall provide for a first class structure, workmanship and materials. Specific requirements of the submittals are set forth in the Architectural Review Guidelines.

Until after compliance with the review process of this Article X and the Architectural Review Guidelines and approval of the Plans by the Architectural Review Committee, no Developer or other builder shall (i) remove any trees larger than 6" in diameter measured at 4 feet about the ground, (ii) install, erect, attach, apply, paste, hinge, screw, nail, guild, alter, remove or construct any (1) lighting, (2) shade, screen, awning or patio cover, (3) exterior decoration, (4) fence or wall, (5) aerial line, (6) antenna, radio or television broadcasting or receiving device, (7) slab, sidewalk, driveway, road, curb or gutter, or (9) patio, balcony or porch, (iii) make any change or otherwise alter, including any change or alteration of color, in any manner whatsoever to the exterior of any improvement constructed upon any Lot or upon any portion of the Common Areas, (iv) combine or otherwise join two or more Dwellings except on Lots specifically permitted by this Declaration and/or as shown and designated on the Plat, or partition such Dwellings after combination, or (v) make any change or alteration to the interior or exterior of any Dwelling which will alter the structural integrity of the building or otherwise affect the Lot or the Property, the interest or welfare of any other Owner or the Association, materially increase the cost of operating or insuring any of the Common Areas, Common Facilities, or impair any easement.

Section 10.04.Review Process. Within 30 business days after receipt of all of the Plans, the Architectural Review Committee shall review the Plans and shall either approve or disapprove all or any portion of the Plans. Written notice of such decision shall be given to the Developer or other builder, and such notice shall specify the reasons for any disapproval. The Architectural Review Committee's right to disapprove the Plans shall be limited to (i) the failure of the Developer or other builder to include information required by, or otherwise satisfy the requirements of, this Article X, other provisions of this Declaration and the Architectural Review Guidelines, (ii) objections to the design, general massing, color, materials or development of any proposed building or improvement which the Architectural Review Committee determines to be incompatible with the existing or surrounding structures on, or the topography and conformity with the design concept of or for, the Property, (iii) objections that the Plans do not provide for first-class structure, workmanship or materials, (iv) failure to provide a landscape plan which is consistent with the quality, development or design of the Property, or (v) any other reason or reasons which are not arbitrary or capricious, including, but not limited to, aesthetic considerations.

If any portion of the Plans are not approved, the Developer or other builder shall amend and modify the Plans to conform to the requirements of, and to cure any objections made by, the Architectural Review Committee. Upon the completion of each amendment and modification, the Plans shall be resubmitted to the Architectural Review Committee for review and approval or disapproval. The Architectural Review Committee's right to disapprove the amended and

modified Plans shall be confined to (i) the portion of the Plans not previously approved, (ii) new matters not disclosed by or included in the Plans previously submitted, or (iii) matters which do not satisfy the requirements of this Article X or other provisions of this Declaration.

The Developer or other builder must obtain written approval of the Plans from the Architectural Review Committee prior to commencement of any on-site construction, installation, clearing, grading, paving or landscaping, except to the extent the Developer or other builder may receive written permission from the Architectural Review Committee to engage in any or some of such activities prior to the review or approval of the Plans.

If the Developer or other builder desires to materially modify or change the Plans after approval of the Plans, but not including modifications or changes of or to the interior design, then the Developer or other builder shall submit two complete copies in electronic form of such proposed changes to the Architectural Review Committee for review and approval or disapproval.

If the Architectural Review Committee shall fail to approve or disapprove the Plans, amended and modified Plans and/or proposed modifications or changes to the Plans within 30 business days after receipt of the Plans, then such approval shall not be required, and the Plans, amended or modified Plans or proposed modifications or changes to the Plans will be deemed to have been approved by the Architectural Review Committee.

The decisions of the Architectural Review Committee shall be final except that any decision may be appealed to the Board of Directors by any Member who is aggrieved by any action or forbearance from action by the Architectural Review Committee or by any policy, standard, or guideline established by the Architectural Review Committee, and upon written request such Member shall be entitled to a hearing before the Board of Directors.

The Developer or other builder will be responsible for the payment of reasonable charges established by the Board of Directors from time to time for the Architectural Review Committee's review of the Plans or amendments, modifications or changes to Plans, but no charges shall be imposed on any governmental authority using any portion of the Property. The Architectural Review Committee shall retain one copy of the Plans as approved or disapproved in the Association's permanent records and shall return to the Developer or other builder on copy of the Plans, as approved, marked or stamped with such approval.

Section 10.05.Disclaimer. The Board of Directors, the Architectural Review Committee, each director and each officer of the Association, each member of the Architectural Review Committee and the Association and, if applicable, the Declarant shall not be liable to any Owner or to any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising or resulting from or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or bulletins shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Review

Committee to disapprove all of any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 10.06.Rules and Regulations. Upon the recommendation of the Architectural Review Committee, from time to time the Board of Directors may (i) adopt and promulgate such rules and regulations regarding the construction or alteration of any structure or improvement and the form and content of Plans to be submitted to the Architectural Review Committee for review and approval or disapproval, and (ii) publish and/or file for record such statements of policy, standards, guidelines, and establish such criteria relating to architectural styles or details, colors, size, set-backs, materials or other matters relating to architectural control, protection of the environment, including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this Article X or any other provision or requirement of this Declaration, including, without limitation, the Architectural Review Guidelines.

Section 10.07.Limitations. Each Owner shall construct a Dwelling on his or her Lot, in accordance with Plans approved by the Architectural Review Committee. Construction in accordance with approved Plans shall be substantially completed either within eighteen months after construction commences, or within such other period as the Architectural Review Committee shall specify in the approval of the Plans. If construction is not completed as required in this Section 10.07, then approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this Article X shall be required again.

Section 10.08.Variances. The Declarant and/or the Architectural Review Committee may grant variances to any setbacks shown on any recorded plat concerning North Livingston Trails Subdivision or in this Declaration so long as said variances do not violate applicable zoning and setback regulations.

ARTICLE XI. EASEMENTS

Section 11.01.Utility Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights-of-way in through, across, on, over and under the portions of the Property which are not improved with Dwellings, buildings or other structures, including full rights of ingress and egress, for the installation, operation, use, maintenance, repair and removal of utilities and drainage facilities and floodway easements located in utility or drainage easements as shown and designated on a Plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility.

The Declarant shall have non-exclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Areas which is not improved with the buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct and repair sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and any related improvements or appurtenances and for all other purposes reasonably related to the completion of construction, and

the provision of public or private utility services to any portion of the Property. Any and all conveyance documents from the Declarant to the Association with respect to the Common Areas shall be conclusively deemed to incorporate the provisions of this Section 11.01, whether or not specifically contained in such conveyance documents or assignments. At the Declarant's request, the Association shall from time to time acknowledge, and deliver to the Declarant such documents the Declarant considers it necessary to implement the provisions of this Section 11.01.

The reservation and rights in this Section 11.01 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any grading of the soil, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installment, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

Section 11.02.Damage from Ingress and Egress. Any entry by the Declarant, the Association, or any utility upon any Lot for the purposes permitted or contemplated by this Article XI shall be made with as little inconvenience to the Owner as reasonably practical, and all physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored.

Section 11.03.Maintenance and Support Easements. Where Dwellings are permitted on or in close proximity to the boundaries of a Lot, the Common Areas and each Lot and Dwelling on such Lot shall be subject to irrevocable easements for the benefit of the Association and the Owners of the adjoining Lots and abutting Dwellings for (i) drainage (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables and wire outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting buildings and improvements, (iv) such portions of any building or improvements that may overhang a Lot or any portion of the Common Areas, and (v) the walks and sidewalks serving such adjoining and abutting areas.

Section 11.04. Detention Pond and Drainage Easements. The Declarant hereby grants to the Association an easement for access, maintenance, drainage and water detention over and across the Detention Pond and other real property and easements described on Exhibit A hereto. Such easement includes the use by the Association of the Detention Pond and such other purposes as set forth in Section 11.01 hereof. The Declarant reserves the right to designate all or any part of such land as Common Area to be maintained by the Association in accordance with this Declaration.

ARTICLE XII.

USE AND OTHER RESTRICTIONS AND REQUIREMENTS

Section 12.01.Use of Lots and Dwellings. Except (i) for the activities of a Developer or other builder during the construction and development of a Lot or the Common Areas (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration (iii) as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any Dwelling or other improvements on a Lot, the Common Areas and (iv) as permitted by Section 12.03, each Lot and Dwelling shall be used for residential purposes only, and no trade and business of any kind or nature may be conducted on or in such Lot or Dwelling. The use of a portion of a Dwelling as an office by the Owner or his tenant shall

not be considered to be a violation of this Section 12.01 if such use does not create regular or continual customer, client, or employee traffic as determined by the Declarant (so long as the Declarant owns any Lot, property or parcel within North Livingston Trails Subdivision) or by the Board of Directors (once the Declarant no longer owns any such property). In no event shall any Lot or Dwelling or other improvements on a Lot be used as a storage area for any building contractor or real estate developer, except as specifically permitted by this Declaration.

Section 12.02. Lease of Dwelling. North Livingston Trails Subdivision is designated as 'SINGLE FAMILY OWNER OCCUPIED ONLY.' A part or portion of a Lot or Dwelling (as distinguished from the entire Lot or Dwelling) shall not be rented for any period. UNDER EXTREME CIRCUMSTANCES, SUCH AS A TRANSFER, BANKRUPTCY, ECONOMIC HARDSHIP OR PERSONAL HARDSHIP the entire Dwelling and all the improvements on the Lot may be leased and then only for a minimum term of one year. No Lots or Dwellings shall be leased or rented under any time-sharing, time interval or right-to-use programs or investments. Subletting shall not be permitted. Any Owner of any Lot or Dwelling who intends to rent or lease such Lot or Dwelling, prior to the execution of said lease or rental agreement shall forward a conformed copy of said lease or rental agreement to the Board of Directors and Management Agent accompanied by a deposit equal to 2 months' rental or lease payments. Said deposit to be held by the Association and used if necessary to enforce the provisions in these Covenants. All lease or rental agreements shall be in writing. Any such rental agreement shall contain, or shall be deemed to contain, a provision to the effect that the rights of the tenant to use and occupy the Dwelling shall be subject and subordinate in all respects to the provisions of this Declaration, to the Bylaws, and to such rules and regulations as the Board of Directors from time to time may duly adopt and promulgate among the Members. Such rental agreement shall further provide, or shall be deemed to provide, that any failure by the tenant to comply with any of same shall be a default under the rental agreement including forfeiture of deposit. In situations of personal hardship or other unique circumstances, the prohibitions of this Section shall not be interpreted or construed to prevent the use and occupancy of a Dwelling by an individual who is not a Member or member of a Member's immediate family during a term of limited duration, subject to prior notice to and approval by the Board of Directors (which approval shall not be unreasonably withheld).

Lease or rental of any Dwelling or other property within North Livingston Trails Subdivision is not permitted if the lease or rental of such Dwelling or other property is done by any Person as an investment or is done by any Person engaged in leasing or managing property as a part of an on-going business without the specific, express approval of the Board of Directors, which, as a prerequisite to granting such approval, may impose any conditions and requirements pertaining thereto as the Board of Directors shall see fit.

Section 12.03. Sales and Construction Activities. The Declarant is expressly permitted and authorized to maintain and conduct such facilities and activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of Lots and/or Dwellings or the development of Lots, Dwellings and other improvements, and the Common Areas, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures or other improvements. The Location of any construction trailers of any Developer or other builder shall be subject to Declarant's approval. The right to maintain and conduct such facilities and activities specifically includes the right to use Dwellings as model residences, as offices for the sale of Lots and/or Dwellings, and for

related activities. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery and vehicles.

Section 12.04.Time Sharing. No Lots or Dwellings shall be sold, assigned or leased under any time sharing, time interval or right-to-use programs or investments.

Section 12.05.Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, clear out or do any action on any part of the Property, including perform obligations or duties imposed on any Owner under this Declaration, then entering any Lot or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

Section 12.06.Easement Interference. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction of flow of surface water runoff in any drainage easement, swale or channel.

Section 12.07.Reconstruction after Fire or Other Casualty Loss. If a Dwelling is partially or completely destroyed by fire or other casualty, the Owner of such Dwelling shall promptly clear the Lot or restore or reconstruct such Dwelling, at his own expense, in accordance with the original Plans.

Section 12.08.Vacant Lot Maintenance. Each Owner shall be responsible for the proper seeding, fertilization, watering, mowing, removal of litter and maintenance of any Lot which is undeveloped. If fill is placed on the Lot and the construction of the improvements is not promptly commenced and completed, then the Owner will be required to maintain such Lot.

Section 12.09.Signs. Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be placed, maintained or permitted on a Lot or within any windows or on the exterior of any Dwelling or other structure located on any Lot by any Person, including the Owner, without the approval of the Declarant and/or the Architectural Review Committee. The approval of any signs and posters, including name and address signs, shall be upon such conditions as the Declarant and/or the Architectural Review Committee shall determine from time to time, and approval may be arbitrarily withheld. Any approved sign or advertising device shall only contain one name and/or one number plate which shall not exceed 120 square inches, and, if advertising the Lot or Leasehold Interest and/or Dwelling “for sale” or “for lease,” such sign shall not exceed three square feet in area and shall be subject to the Architectural Review Committee's right to restrict color and content. The restrictions of this Section 12.09 shall not apply to the Declarant. The Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and Common Facilities and within easement areas established by this Declaration.

Section 12.10.Lot Division and Addition. No Lot shall be further subdivided and no more than one single-family dwelling shall be constructed or permitted on each Lot. It is important that the visual appearance and streetscape quality not be altered by decreasing the density of

residential units in North Livingston Trails Subdivision. Any such changes as might occur by placing one house on two Lots must be approved by the Declarant until Declarant no longer owns of record any Lot, property or parcel within the Property or any Additional Property and thereafter by the Board of Directors and the Architectural Review Committee.

Section 12.11. Signage, Antenna, etc. No Owner or occupant of any Lot may allow anything to be hung from windows or displayed from the outside wall of any residence other than the American Flag, well-kept plants, or similar items. No sign, radio, or television antenna or dish may be affixed to an exterior wall or roof of any structure. Small dish antennas (DirecTV or Dish) are allowed. Said small dish antennas shall be installed on a separate post and may not be mounted on the roof or side of house. Only when the antenna cannot be positioned to receive the satellite signal will an exception be made and only with approval of the Architectural Review Committee. Each residence may contain a built-in concealed T.V. antenna or cable system if desired. Except as permitted in Article XII, no "For Rent" signs may be displayed by Owners or their agents.

Section 12.12. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot or on any portion of the Common Areas, except dogs, cats, birds or other household pets for non-commercial purposes and which are kept in Dwellings and are not a source of annoyance or a nuisance to the Property or any Member. The Board of Directors shall have the right, but not the obligation, to prohibit or bar a certain dog or dogs or other household pets from any Lot or Dwelling or other structure on the Lot or any portion of the Property. Pets shall be attended at all times and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon the Common Areas unless accompanied by an adult individual and either carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets from time to time as considered necessary or appropriate, including more restrictive "leash" regulations.

Section 12.13. Vehicle Use and Storage. All vehicles shall be currently licensed and maintained in operating condition, so as not to cause or create hazards or nuisances by excessive noise levels, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited from the subdivision except for emergency situations. Off-street parking, adequate to accommodate the parking needs of the Owner and Occupants shall be provided by the Owner of each Lot.

Overnight parking of all recreational vehicles, boats and related trailers, trucks, and/or camper trailers and other sports equipment shall be in enclosed garages or appropriately screened enclosures, designed for parking and approved by the Architectural Review Committee.

No overnight street parking is allowed in North Livingston Trails Subdivision.

No motor vehicle may be repaired (except for emergency repairs) on any Lot, street, or Common Areas within the subdivision except where such repairs are done within an enclosed garage or in an area screened from public view.

Section 12.14. Mobile Homes and Trailers. No house trailer or mobile home shall be admitted in North Livingston Trails Subdivision as recorded in Plat Cabinet ____ Slide

_____ in the office of the Chancery Clerk of Madison County, Mississippi, whether used for residential purposes or not.

ARTICLE XIII.

BUILDING AND CONSTRUCTION CRITERIA AND REQUIREMENTS

Section 13.01.Parking Requirements. All buildings and other structures and improvements shall be designed, located and constructed to permit all vehicles entering upon any Lot to be parked, maneuvered, loaded or unloaded entirely or completely on such Lot. All driveways and parking areas shall be equivalent to or better than concrete. No parking on streets shall be permitted, except in emergency situations or as the Board of Directors may approve in its sole discretion. Each single-family residence shall provide for a minimum of two permanent garaged parking spaces and a minimum of two guest parking spaces. All four of these spaces must be permanent and off the street. Notwithstanding anything to the contrary contained herein, the Board of Directors is empowered to require an Owner to use such Owner's garage for the storage of motor vehicles, rather than for the storage of other items and is further empowered to prohibit overnight parking within North Livingston Trails Subdivision by anyone who is not an Owner, member of an Owner's immediate family, or an approved tenant.

Section 13.02.Fencing/Swimming Pools. All private residential swimming pools shall be screened from the street and constructed in the rear yard. Such pools shall be subject to setbacks established by the appropriate governmental authority and the Architectural Review Committee. A secure fence, approved by the Architectural Review Committee in all respects (including height), shall enclose the pool area. Spa units shall be screened from the street and constructed in the rear or side yard.

Section 13.03.Secondary Structures. Garden structures, gazebos, pool houses and similar structures require setbacks from the property lines equal to that of the residence. The setback may be reduced when approved by the appropriate governmental authority, the Declarant and the Architectural Review Committee.

Section 13.04.Storage Areas. Outside storage areas shall be fenced or screened to provide substantial screening to a minimum height of six feet and a maximum height of eight feet. All storage areas must be located on the side of or behind the Dwelling or main building structure. No fence or screen shall be closer to any street or Lot boundary line than the established setback line. The provisions of this Section 13.04 shall apply to all trash or garbage storage, mechanical and similar or other storage buildings and structures not directly connected to the Dwelling or main building structure. Plans for storage buildings must be submitted to the Declarant or Architectural Review Committee and the City of Ridgeland for approval prior to construction and/or erection. Metal storage buildings will not be permitted. All fences and screens are subject to Architectural Review Committee approval and the City of Ridgeland and shall be constructed of redwood, cedar, or treated wood material, except that posts and horizontal support rails may be treated wood. Chain link and cyclone fences are expressly prohibited.

Section 13.05.Utility Lines. All telephone, electrical, cable television and other similar lines located outside and between any building and any power transmission or other lines of poles shall be underground and shall conform to existing electrical codes.

Section 13.06.Drainage Requirements. Each Owner must provide for satisfactory and appropriate drainage of waters from the Lot to the adjoining established drainage ways. Each Owner is obligated and required to determine and to verify elevations in the established drainage waterways adjoining his Lot and to provide appropriate drainage structures where entrance and exits cross such established drainage waterways to ensure that no drainage will be restricted or obstructed. Any drainage structures constructed by the Owner which do not satisfy the provisions of this Section 13.06 and the Architectural Review Guidelines and the City of Ridgeland shall be removed and rebuilt, at the Owner's expense, to conform with such provisions. The Lot shall be developed to direct the drainage from the Lot to the adjoining designated drainage waterways and shall not be developed to force water onto adjoining Lots or the Common Areas.

Section 13.07.Building Sizes and Locations. The location of and the size of buildings and improvements for North Livingston Trails Subdivision must be approved by the Architectural Review Committee. All residential buildings must contain at least 2,500 square feet of heated and cooled livable area, exclusive of garages, porches and enclosed storage areas. The location of and size of all buildings and improvements to be located on any of the Additional Property annexed to the Property as provided in this Declaration will be set forth in the Supplement to the Declaration annexing such Additional Property to the Property.

Section 13.08.Sewage Disposal. The use of privies, septic tanks, cesspools, or disposal plants for the disposal of sewage is prohibited. All residences constructed in this subdivision must be connected to the public sewage system.

Section 13.09.Water Supply System. No individual potable water supply system is permitted on any Lot.

Section 13.10.Perimeter Fences. If the Developer or other builder constructing a residence or the Owner of an existing residence desires to build a fence, then such fence must meet the requirements contained in the Architectural Review Guidelines and such other requirements that may be promulgated by the Architectural Review Committee and be consistent in character and design with other such fencing. Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or constructed on the Lot. Such plans must include the location materials, height, design, character and color of each and all components of the fence. Any fence which does not comply with the plans approved therefor shall be removed or brought into full compliance with the approved plans. Once a perimeter fence has been constructed or placed upon a Lot, the Owner of said Lot shall keep, maintain and preserve said fence in a good state of repair.

Section 13.11.Materials Storage. No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to begin improvements. No building material shall be placed or stored in the street or between a curb and the property line during construction.

Section 13.12.Sedimentation Control. Each Lot Owner is required to protect adjoining property, streams and public storm water systems from sedimentation during construction.

Section 13.13.Setback. No Dwelling or other residential building shall be erected on any Lot nearer than thirty-five (35') feet from the front lot line, twenty-five (25') feet from the rear lot

line, and ten (10') feet from the side lot lines. No Dwelling or other residential building shall be erected on any Lot on the corner of any street nearer than that allowed by the Architectural Review Committee and City of Ridgeland. The Declarant hereby reserves the right to amend and alter the foregoing setback restrictions, subject to compliance with the regulations and procedures of the applicable government authorities.

Section 13.14.Sidewalks. Sidewalks, if any, shall be of such width and location as shall be determined by Declarant and the governing municipality. Any sidewalks intersecting a street will be handicap accessible and conform to ADA standards.

Section 13.15. Existing Trees to Remain. Existing hardwood trees of six inches (6") in diameter and larger at four (4') feet above the ground, shall be preserved and protected. Such trees located within twenty (20') feet of a proposed dwelling or within the limits of a proposed driveway may be removed for construction purposes. Removal of all other trees six inches (6") in diameter and larger will require approval of Declarant and/or the Architectural Review Committee.

Section 13.16 Mail Receptacle. No mail box or other mail receptacle, other than the mail receptacle designated by the Architectural Review Committee in the Architectural Review Guidelines shall be placed on any Lot and such receptacle shall be placed only at the location selected by the Architectural Review Committee.

ARTICLE XIV.

ENFORCEMENT OF DECLARATION

Section 14.01.Compliance.

(a) If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owner(s) of the Lot where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owner(s) within 30 days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 6.03. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

Section 14.02. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of an Owner under this Declaration or otherwise specified in this Declaration, including Section 6.03, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each Owner by acceptance of a deed or other document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

ARTICLE XV.

GENERAL PROVISIONS

Section 15.01.Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, until 2067. After such date, this Declaration shall be automatically extended for successive periods of ten years unless a Supplement signed by a majority of the Owners has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

Section 15.02.Amendments. This Declaration may be amended, modified and/or changed either (i) by the Declarant properly filing for record a Supplement prior to December 31, 2027, or (ii) by a Supplement properly filed for record and executed by the Owners of at least 51% of the Lots.

Section 15.03.Interpretation. The provision of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 15.04.Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 15.05.Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 15.06.Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is mailed.

Section 15.07. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant with or without notice to the Association.

Section 15.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed or assignment purporting to such transfer shall contain a provision incorporating the provisions of this Declaration by reference.

Section 15.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public agency of authority or by any utility or shall be interpreted as imposing upon any public agency or authority or any utility any responsibility or liability for the maintenance or operation of any portion of the Common Areas.

Section 15.10. Consents of Eligible Mortgage Holders. The Owners, or the Board of Directors, or the Association, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of fifty-one percent (51%) of the outstanding first mortgages who have requested notice from the Association of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders:

(a) Abandon, partition, subdivide, encumber, sell, assign or transfer any of the Common Areas or Common Facilities, but the realignment of boundaries, the granting of rights-of-way, easements and similar rights or interests for utilities or for other purposes consistent with the use of the Common Areas by the Members of the Association shall not be considered to be such an encumbrance, sale, assignment or transfer.

(b) Abandon or terminate this Declaration.

(c) Modify or amend any material or substantive provision of this Declaration or the Bylaws pertaining to the rights of the holders of First Mortgages.

(d) Substantially modify the method of determining and collecting Assessments as provided in this Declaration.

Section 15.11. Notice to and Rights of Eligible Mortgage Holders. The Association shall promptly notify any Eligible Mortgage Holder on any Lot for which any Assessment remains delinquent for at least 60 days, and the Association shall promptly notify the holder of the First Mortgage on any Lot for which there is default by the Owner with respect to performance of any other obligation or duty under this Declaration which remains uncured for at least 60 days following the date of such default. Any failure to give any such notice shall not affect the validity of priority of any First Mortgage on any Lot, and the protection provided in this Declaration to any Eligible Mortgage Holder on any Lot shall not be altered, modified or diminished by reason of such failure, nor shall any such failure affect the validity of the lien of any Assessment or affect any of the priorities for liens as specified in Article V.

No suit or other proceeding may be brought to foreclose the lien for any Assessment levied pursuant to this Declaration, except after 10 days written notice to any Eligible Mortgage Holder holding a first mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

Any holder of a First Mortgage of any Lot may pay any taxes, rents, utility charges or other charges levied against the Common Area which are in default and which may or have become a charge or lien against any of the Common Area and may pay any overdue premiums on any hazard or liability insurance policy, or secure new hazard or liability insurance coverage on the lapse of any policy, relating to the Common Area. Any holder of a First Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 15.12.Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and singular shall include the plural.

Section 15.13.Exhibits. All Exhibits which are referred to in this Declaration are made a part of and are incorporated into this Declaration by reference.

Section 15.14.Entrances. All entrances to the subdivision (including emergency and construction entrances) shall be located as determined by the Declarant.

ARTICLE XVI.

DECLARANT'S RIGHTS AND RESERVATIONS

Section 16.01.Declarant's Rights and Reservations. No provisions in the Articles of Incorporation, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of Declarant to (i) subdivide or re-subdivide any portions of the Property, (ii) complete or alter improvements or refurbishments to and on the Common Areas and Common Facilities or any portion of the Property owned or leased by Declarant, (iii) alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the Lots by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. Declarant reserves the right to convey land, property, parcels or Lots to the Association at such times as Declarant deems appropriate and subject to such reservations, conditions and restrictions as Declarant deems necessary and prudent in his sole discretion.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Covenants, Conditions and Restrictions for North Livingston Trails Subdivision to be executed as of the date set forth above.

[DECLARANT'S NAME]

A Mississippi _____

By: _____

Name: _____

Title: _____

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 20____, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the person or entity upon behalf of which he/she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

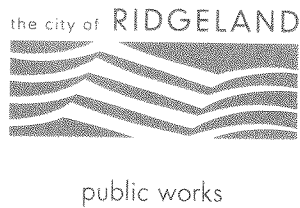
NOTARY PUBLIC

My commission expires:

(SEAL)

EXHIBIT A
THE PROPERTY

EXHIBIT B
NORTH LIVINGSTON TRAILS SUBDIVISION
ARCHITECTURAL REVIEW GUIDELINES



Memorandum

To: Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: May 31, 2017

Re: Accept Checks from ARES Holdings, LLC for Keep Ridgeland Beautiful

I request that the Mayor and Board of Alderman accept the checks from ARES Holding, LLC for \$17.00 and \$43.50 for Keep Ridgeland Beautiful.

Thank you for your consideration of our recommendation. Please contact me if you have any questions.

JMM/rb

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo, - ward 1 • Chuck Gautier, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

Account: 3950

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

\$17.00

ARES HOLDINGS LLC
DBA COMMUNITY RECYCLING
225 LINCOLN HWY STE 149
FAIRLESS HILLS, PA 19030-1103

Please Direct Any Questions To
(855) 739-0856
ONLINE BANKING - BILL PAYMENT

208/312

0000007304

BANK OF AMERICA N.A.

January 17, 2017

11893 4391572 042460 042460 00001/00002 k42448

Pay SEVENTEEN AND 00/100 -----

DOLLARS

\$ *****17.00

TO
THE
ORDER
OF

KEEP RIDGELAND BEAUTIFUL
JAN RICHARDSON
322 INDIAN GATE CIR
RIDGELAND, MS 39157-8738



11893



Void After 180 DAYS.

Signature On File

This check has been authorized
by your depositor

WARNING: THIS BORDER CONTAINS MICRO-TYPE WHICH WILL NOT REPRODUCE ON A COPY

⑈007304⑈

⑈031202084⑈ 383015091815⑈ 189

Account: 3950

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

\$43.50

ARES HOLDINGS LLC
DBA COMMUNITY RECYCLING
225 LINCOLN HWY STE 149
FAIRLESS HILLS, PA 19030-1103

Please Direct Any Questions To
(855) 739-0856
ONLINE BANKING - BILL PAYMENT

208/312

0000007308

BANK OF AMERICA N.A.

January 17, 2017

11893 4391572 042461 042461 00002/00002 k42449

Pay FORTY THREE AND 50/100 -----

DOLLARS

\$ *****43.50

TO
THE
ORDER
OF

KEEP RIDGELAND BEAUTIFUL
JAN RICHARDSON
322 INDIAN GATE CIR
RIDGELAND, MS 39157-8738



Void After 180 DAYS.

Signature On File

This check has been authorized
by your depositor

WARNING: THIS BORDER CONTAINS MICRO-TYPE WHICH WILL NOT REPRODUCE ON A COPY

⑈007308⑈

⑈031202084⑈ 383015091815⑈ 189

**MINUTES OF A MEETING OF THE ARCHITECTURAL REVIEW BOARD
OF THE CITY OF RIDGELAND, MISSISSIPPI**

A meeting of the Architectural Review Board of the City of Ridgeland, Mississippi, (the "Board"), was duly called, held, and conducted on Tuesday May 23, 2017 at 6:00 o'clock P.M. in the Ridgeland City Hall in the City of Ridgeland, Madison County, Mississippi.

.....

The following members were present, to-wit:

Bill Dicken, Chairman
Connie Suber
Randy Knouse

Members Absent:

Donald Pendergrast
Alex Ross
Tom Bobbitt
Ron Blaylock
Glenn Ray

Also attending:

Matt Dodd, City Planner

The meeting was called to order by Chairman Dicken. Chairman Dicken led the invocation. It was determined by the members present that there was not a quorum.

The first item on the agenda was **PINEBROOK APARTMENTS**. The project was presented by **Mr. Craig Taylor** with **Freeman Webb**. The project is located at **109 Pine Knoll Drive**. The applicant is requesting approval to replace the exterior siding on the apartment buildings. The applicant is proposing to replace the existing cedar shake siding with a vinyl siding.

Chairman Dicken opened the floor for a motion. Randy Knouse made a motion to deny the project. Connie Suber seconded the motion and a vote was taken thereon as follows:

Alex Ross	Absent
Tom Bobbitt	Absent
Ron Blaylock	Absent
Donald Pendergrast	Absent
Randy Knouse	Aye
Glenn Ray	Absent
Connie Suber	Aye

Chairman Dicken then declared the motion to deny the project carried.

The second item on the agenda was **CHINESE CHRISTIAN CHURCH OF GREATER JACKSON**. The project was presented by **Mr. Duanjuan Lu**. The project is located at **805 Old Agency Road**. The applicant is requesting approval to construct a new storage building.

Chairman Dicken opened the floor for a motion. Connie Suber made a motion to approve the project contingent upon the applicant changing the door material to metal or hardie board. Randy Knouse seconded the motion and a vote was taken thereon as follows:

Alex Ross	Absent
Tom Bobbitt	Absent
Ron Blaylock	Absent
Donald Pendergrast	Absent
Randy Knouse	Aye
Glenn Ray	Absent
Connie Suber	Aye

Chairman Dicken then declared the motion to approve the project carried.

The last item on the agenda was **PORTER 51**. The project was presented by **Mr. Daniel Wooldridge and Mr. Steve Horn**. The project is located on the corner of **Hwy. 51 and W. Jackson Street**. The applicant is requesting approval to construct a new mixed-use building.

Chairman Dicken opened the floor for a motion. Randy Knouse made a motion to approve the project contingent upon the applicant submitting a lighting plan that will not negatively impact the adjacent properties as well as making sure to screen all utilities and HVAC units from view. Connie Suber seconded the motion and a vote was taken thereon as follows:

Alex Ross	Absent
Tom Bobbitt	Absent
Ron Blaylock	Absent
Donald Pendergrast	Absent
Randy Knouse	Aye
Glenn Ray	Absent
Connie Suber	Aye

Chairman Dicken then declared the motion to approve the project carried.

The minutes from the May 9th meeting were then read and approved by the board. There being no further business to come before the board, the meeting was adjourned.

Bill Dicken, Chairman

ATTEST:

Connie Suber, Secretary



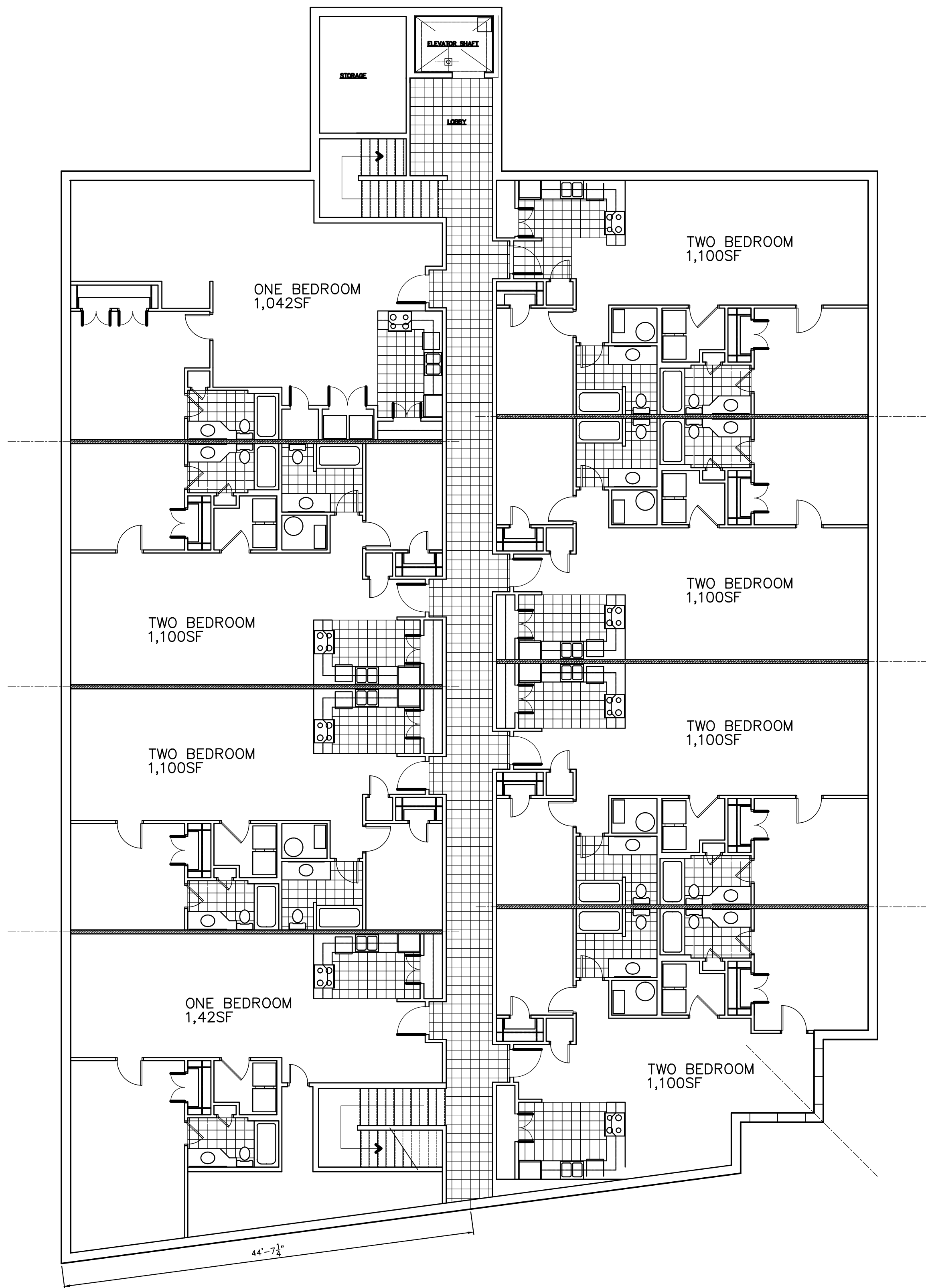
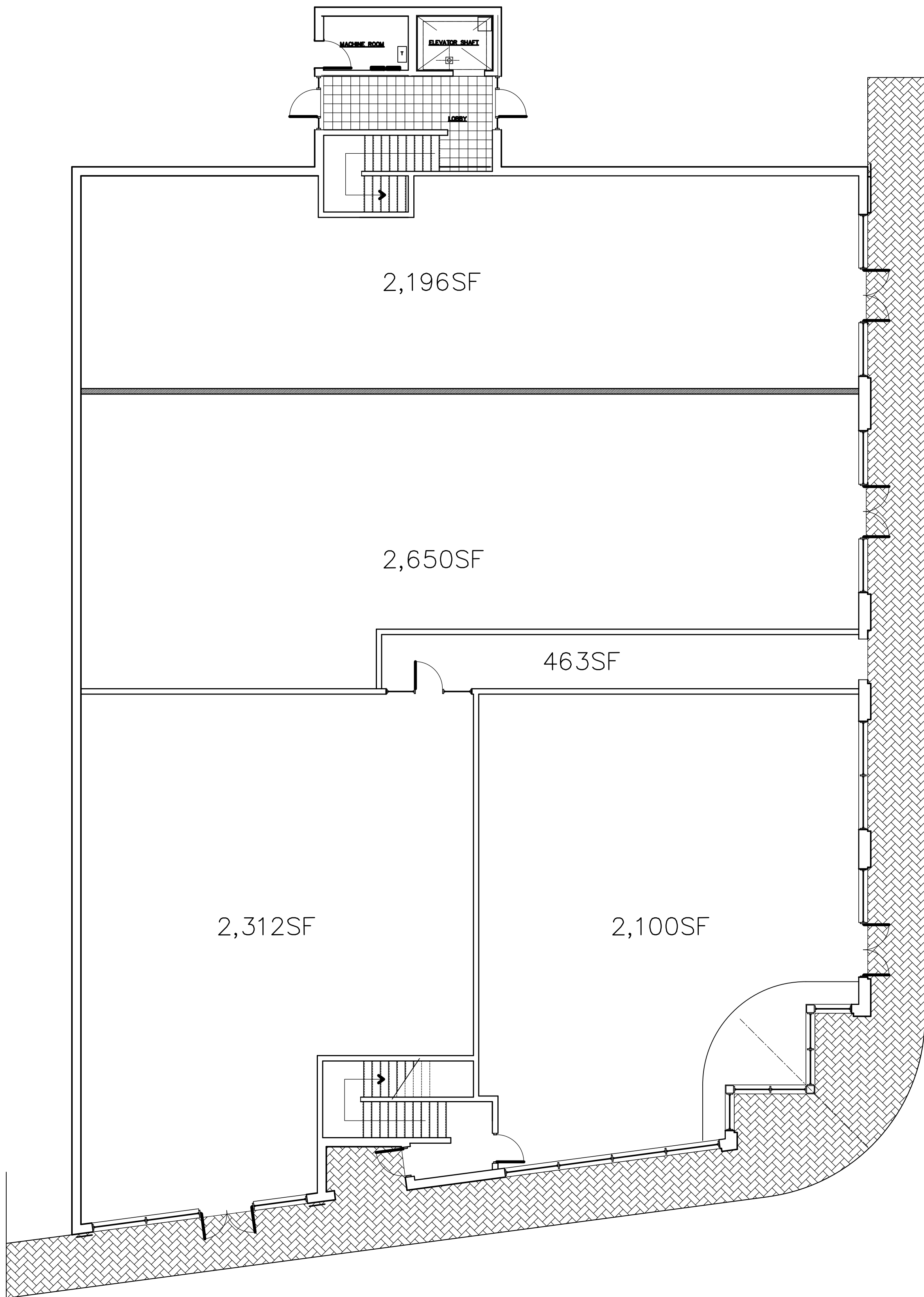
HIGHWAY 51 ELEVATION



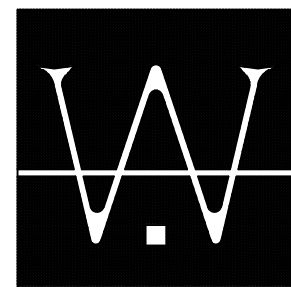
JACKSON STREET ELEVATION

Porter 51

ARCHITECTURAL ELEVATIONS



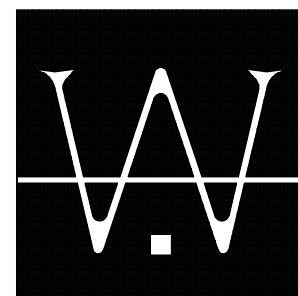
REVISIONS	BY



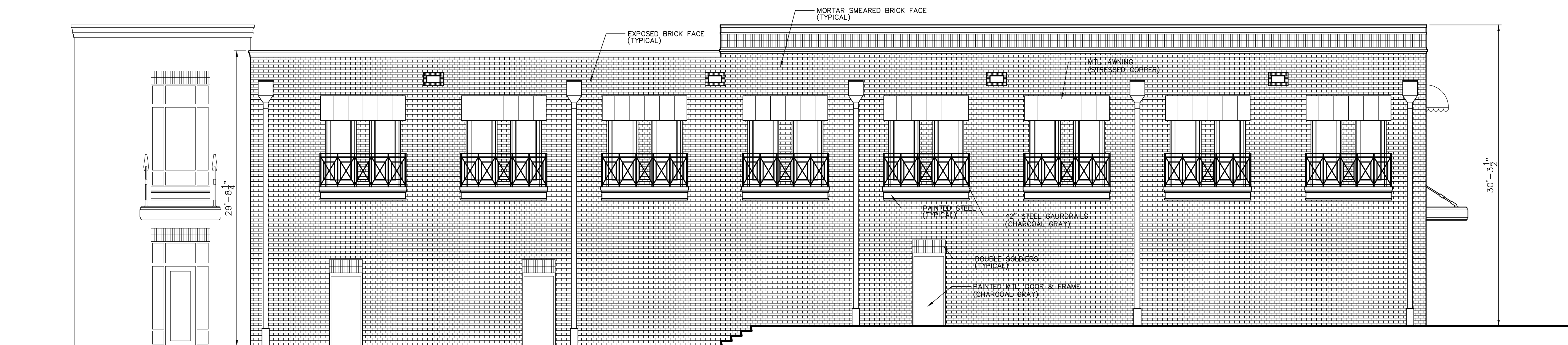
WOOLDRIDGE & ASSOCIATES
368 HIGHLAND COLONY PARKWAY
RIDGELAND, MS 39157
601-209-8666

PORTER 51
Hwy. 51 & Jackson Street
Ridgeland, MS

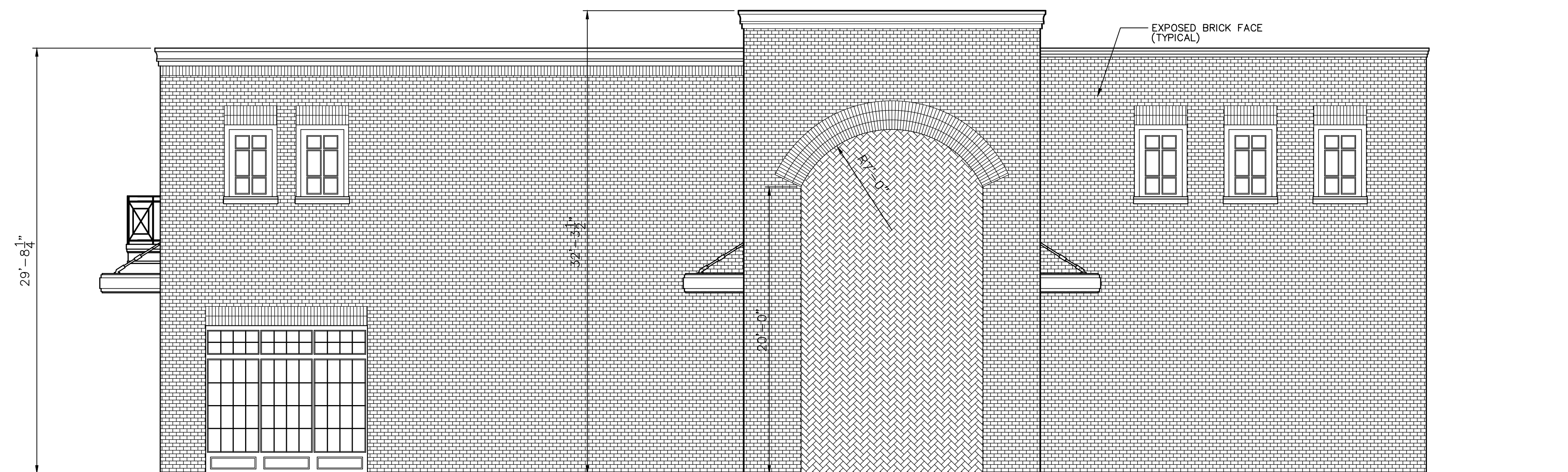
DRAWN
CHECKED
DATE Jan. 18, 2017
SCALE
JOB NO.
SHEET A1.0
OF
SHEETS

[illegible]

WOOLDRIDGE & ASSOCIATES
368 HIGHLAND COLONY PARKWAY
RIDGELAND, MS 39157
601-209-8665



1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

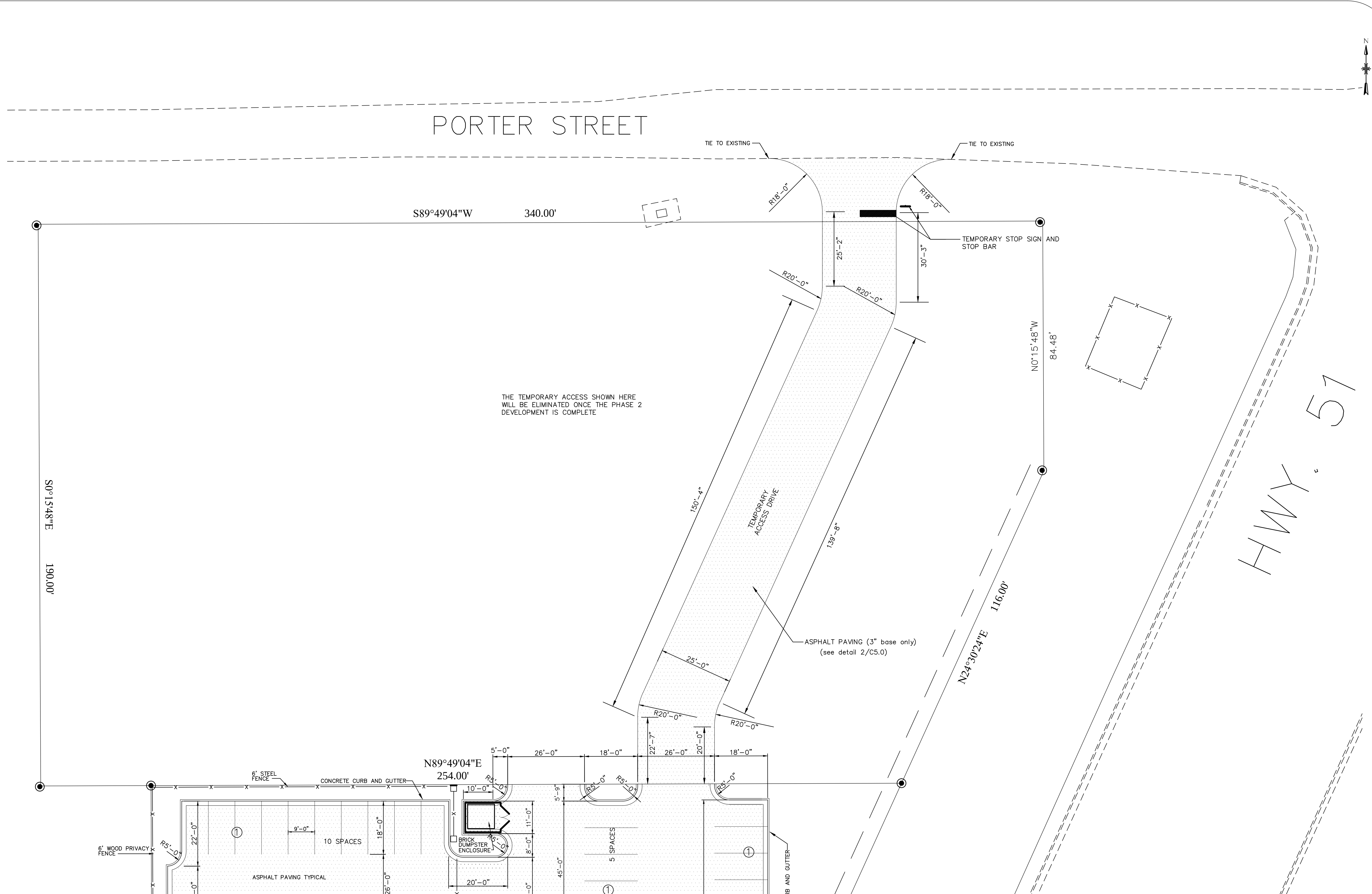


1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

PORTER 51
Hwy. 51 & Jackson Street
Ridgeland, MS

DRAWN
CHECKED
DATE Jan. 18, 2017
SCALE
JOB NO.
SHEET
A3.1
OF
SHEETS

A3.1



No.	Revisions:	By:	Date:

FLOYD S BAIRD ENGINEERING, INC.

130 E. Northside Drive, Clinton, MS 39056
Phone: (601) 925 - 5015
www.floydbaird.com

Project No.:
PORTER 51

Date:
04/20/2017

Scale:
1" = 15'

Designed By:
CLB

Reviewed By:
PCF

SITE PLAN

PORTER 51

RIDGELAND, MISSISSIPPI

SHEET

C1.1

GENERAL

THE CONTRACTOR SHALL REMOVE ALL INFRASTRUCTURE AND VEGETATION FROM THE AREA TO BE EXCAVATED, FILLED, OR GRADED

SEE ARCHITECTURAL PLANS FOR THE LOCATION OF DOWN SPOUTS FOR ROOF DRAINAGE, IF ANY.

ALL IMPROVEMENTS AND ADDITIONS TO THE WATER AND SANITARY SEWER SYSTEMS SHALL BE INSTALLED IN COMPLIANCE WITH THE CITY OF JACKSON STANDARDS.

2. **CLEARING**

BEFORE TO CUT AND REPLACEMENT OF FILL ON SITE, APPROXIMATELY 6 INCHES OF TOPSOIL SHOULD BE REMOVED WHERE ENCOUNTERED

REMOVE BRUSH, ROOTS, LARGE GRASS, ROCKS, AND WEEDS BEFORE STRIPPING

REMOVE TOPSOIL TO A MINIMUM DEPTH OF 6 INCHES IN ALL AREAS INDICATED ON THE PLANS TO BE UNDER BUILDING, DRIVES, PARKING, SIDEWALKS, AND OTHER PAVING.

STORE TOPSOIL APPROVED FOR FILL IN GENERAL LANDSCAPE AREAS AT DESIGNATED LOCATIONS ON SITE

3. **GRUBBING**

REMOVE ASPHALT, CONCRETE CURBS, LIGHTING POLES AND FOUNDATIONS, TRASH, STUMPS, OLD LUMBER, STRUCTURES, ETC. EITHER ABOVE, ON THE NEW SURFACE, OR BELOW THE GROUND WHICH MAY INTERFERE WITH THE NEW CONSTRUCTION.

4. **CLEAN-UP**

UPON COMPLETION OF WORK OF THIS SECTION, REMOVE FROM PREMISES, AND DISPOSE OF ALL RELATED DEBRIS. IMPLEMENT EROSION CONTROL PLAN.

5. **SITE GRADING**

PROFILING WITH A LOADED TRUCK OR SCRAPER SHOULD BE PERFORMED TO LOCATE POTENTIAL SOFT SPOTS IN THE SUBGRADE AND/OR NATURAL GROUND BEFORE ANY FILL IS PLACED. SOFT SPOTS SHOULD BE REMOVED AND REPLACED WITH COMPACTED STABLE SANDY CLAY (CL). THE TOP 6 INCHES OF NATURAL GROUND SHOULD BE SCARIFIED AND COMPACTED TO 95% ASTM D698 BEFORE TO FILL PLACEMENT.

CUT OR FILL AND MACHINE GRADE SITE AS SHOWN ON THE DRAWINGS TO DRAIN AS INDICATED, ALLOWING FOR THE THICKNESS OF PAVING SUBGRADE AND THE PAVING ITSELF. WHERE FILL IS REQUIRED, USE PER GEOTECHNICAL REPORT.

ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT.

ALL FILL MATERIALS DESCRIBED IN GEOTECHNICAL REPORT MUST BE REMOVED AND REPLACED WITH ACCEPTABLE FILL MATERIAL.

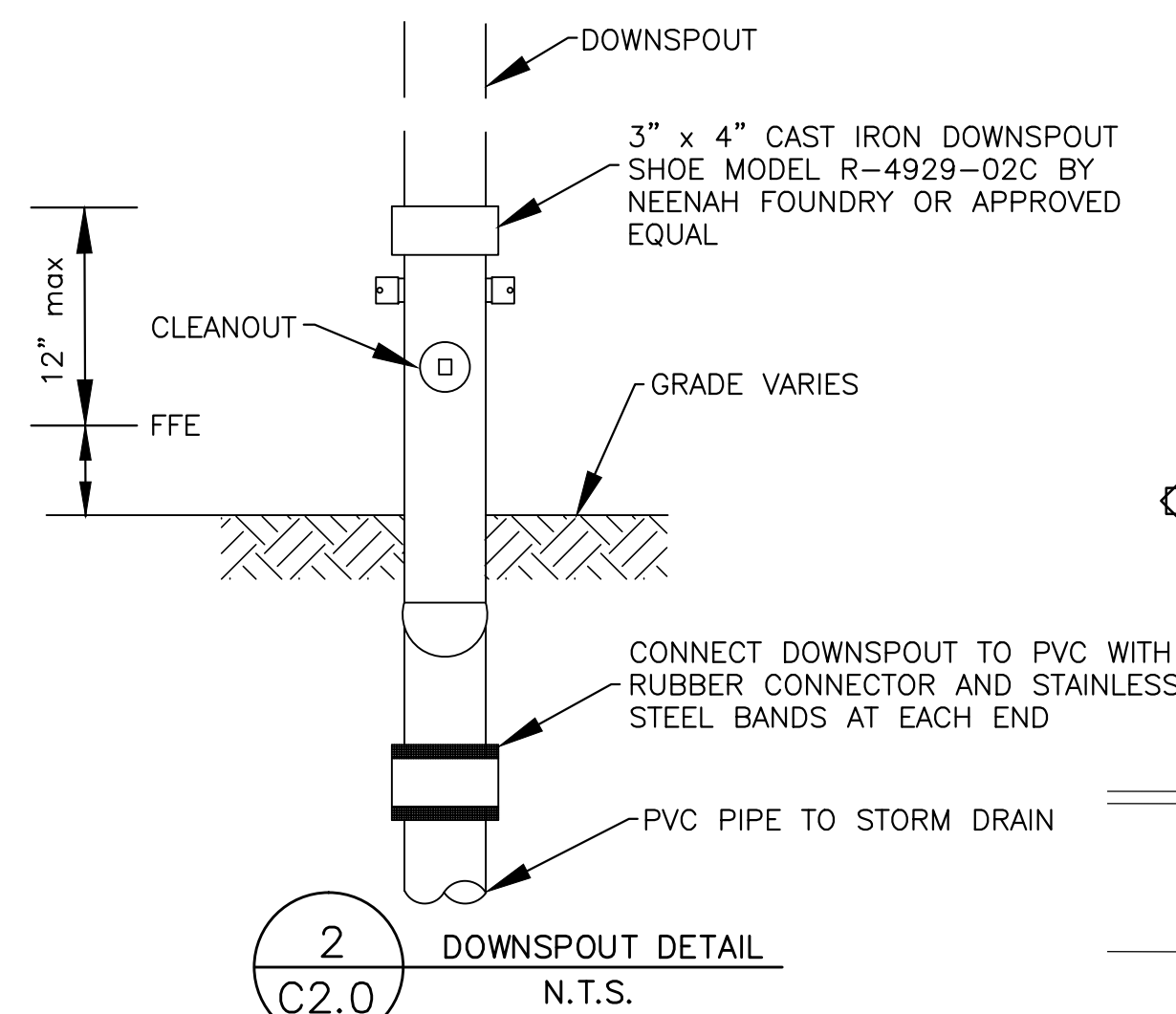
IMPORTED FILL MATERIAL WILL HAVE PROPERTIES TO ALLOW COMPACTION BY ROLLING AND TAMPING TO A DENSITY EQUAL TO 95% OF MAXIMUM DENSITY WITH $\pm 2\%$ OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY TEST METHODS DESCRIBED IN ASTM D698, LATEST EDITION, "MOISTURE DENSITY RELATIONSHIP OF SOILS." IF EXCAVATED MATERIAL IS UNSUITABLE FOR COMPACTION AS DETERMINED BY THE SOILS TESTING LABORATORY, FILL SUCH AS BORROW OR BANK FILL CAN BE USED AS AN ALTERNATE SOURCE. ALL FILL AND BACKFILL MATERIALS SHALL BE OF LOW EXPANSIVITY, UNIFORM GRADE, FREE FROM ORGANIC MATERIAL, AND CONSIST OF SILTY CLAY (CL) SOIL HAVING A LIQUID LIMIT OF NOT MORE THAN 45 PERCENT AND A PLASTICITY INDEX BETWEEN 10 AND 24.

SEE: Architectural Dwgs
tie all down spouts into
12" drain Line

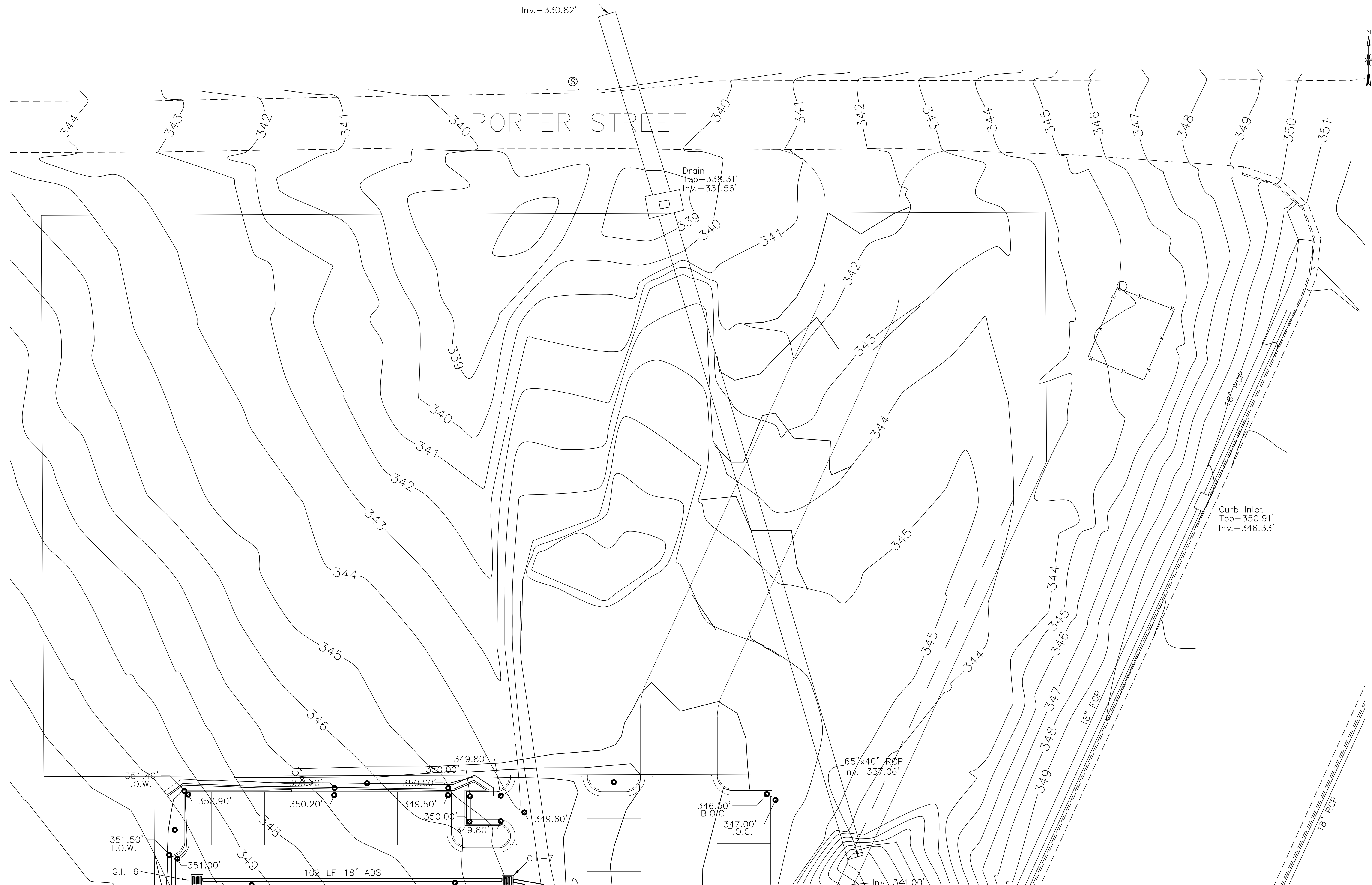
RETAIL BUILDING
FFE: 351.50

LDING

RETAIL BUILDING



GRATE INLET	TOP ELEV.	INVERT ELEV.	INLET TYPE
G.I.-1	355.90'	350.50'	SEE SHT C5.0
G.I.-2	354.00'	348.50'	SEE SHT C5.0
G.I.-3	351.40'	348.00'	SEE SHT C5.0
G.I.-4	351.10'	347.00'	SEE SHT C5.0
G.I.-5	351.00'	346.50'	SEE SHT C5.0
G.I.-6	350.90'	346.00'	SEE SHT C5.0
G.I.-7	349.60'	344.00'	SEE SHT C5.0
G.I.-8	346.00'	341.50'	SEE SHT C5.0
G.I.-9	352.40'	350.90'	SEE SHT C5.0
G.I.-10	353.00'	351.20'	SEE SHT C5.0
G.I.-11	354.00'	351.60'	SEE SHT C5.0
G.I.-12	354.00'	352.00'	SEE SHT C5.0



No.	Revisions:	By:	Date:

FLOYD & BAIRD ENGINEERING, INC.
130 E. Northside Drive, Clinton, MS 39056
Phone: (601) 925-5015
www.floydbaird.com

Project No.:
PORTER 51
Date:
04/20/2017
Scale:
1" = 15'
Designed By:
CLB
Reviewed By:
PCF

GRADING & DRAINAGE PLAN
PORTER 51
RIDGELAND, MISSISSIPPI

SHEET
C2.1

CONSTRUCTION SEQUENCE

Implementation BMP Sequence:

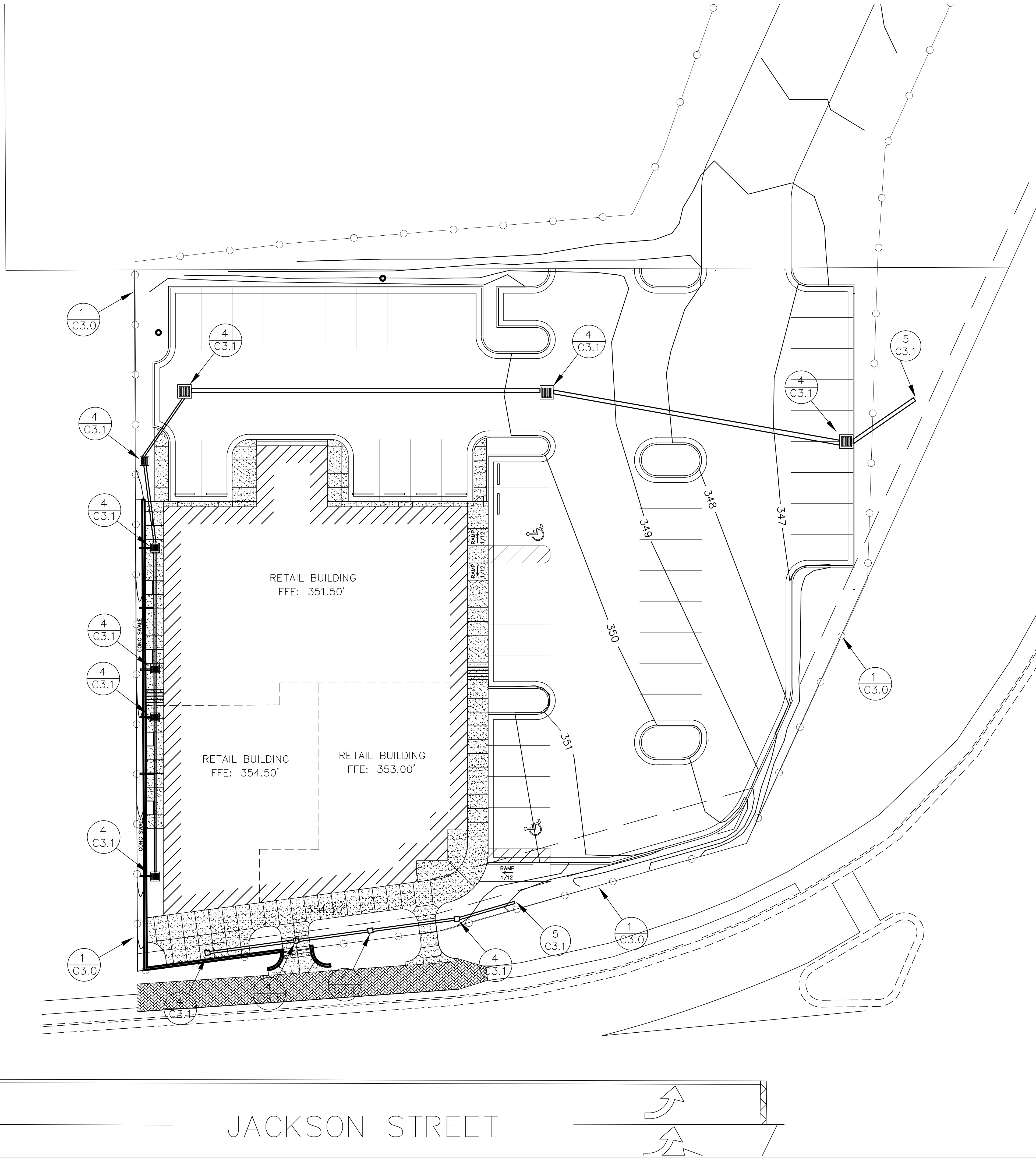
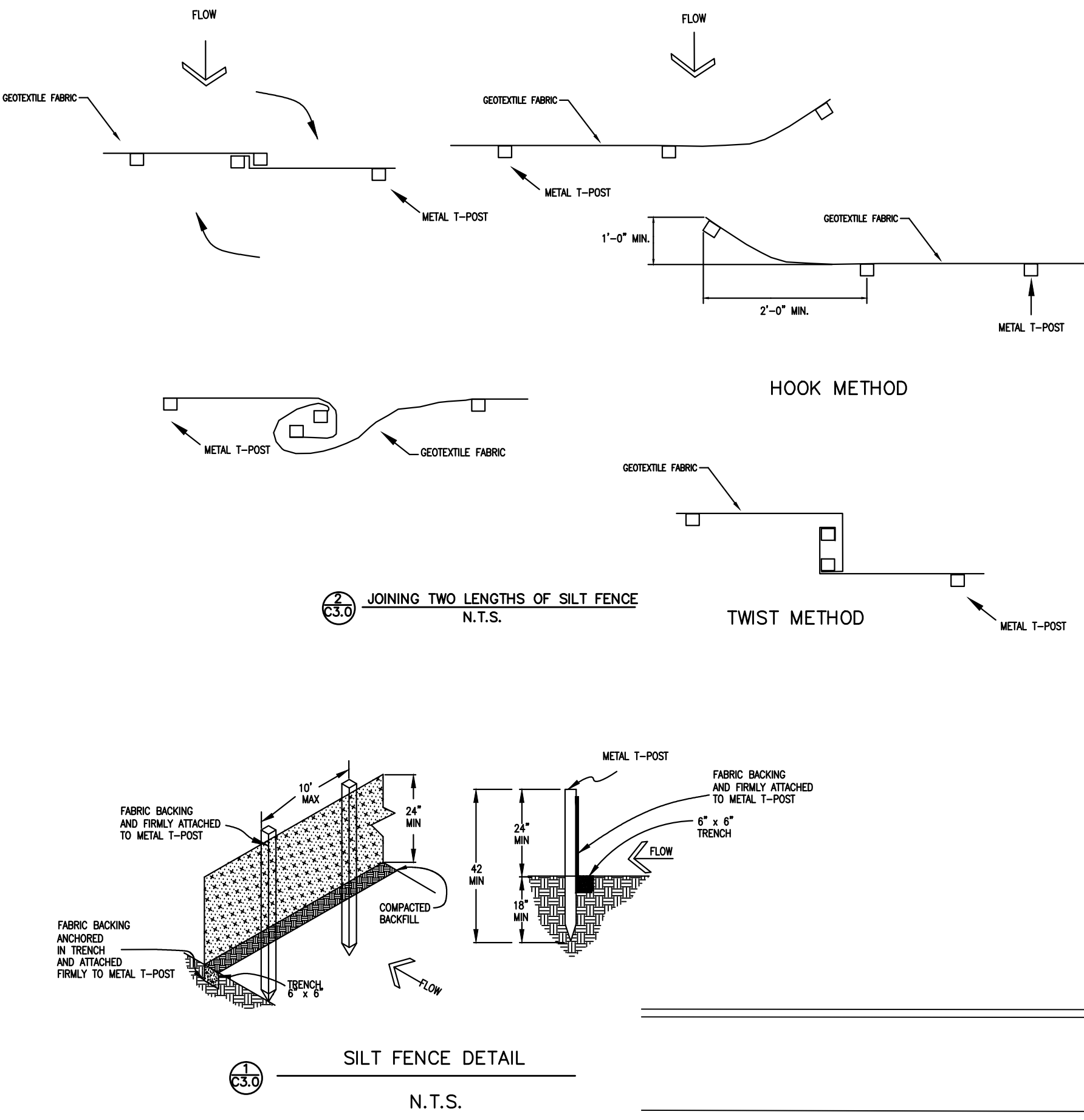
- 1. Build construction entrance/exit
- 2. Rough grade site, stockpile topsoil (with silt fence), install silt fences
- 3. Construct ditches, swales and basins (as needed)
- 4. Construct buildings, parking areas, utilities and drives
- 5. Seed disturbed areas

Maintenance Plan:

Check all disturbed areas, erosion and sediment controls after each significant rainfall but not less than once per week. Make needed repairs within 24 hours. Remove sediment from basin, inlet protection devices and silt fences, when accumulated sediment reaches 65 percent capacity. Replace non-functional silt fence. Maintain all vegetated areas to provide proper ground cover, re-seed, fertilize, and mulch as needed.

NOTES:

- 1. SILT FENCE TO BE INSTALLED ALONG THE CONTOUR, NEVER UP OR DOWN ON SLOPE.
- 2. ENDS OF SILT FENCE SHOULD BE EXTENDED UPSLOPE TO PREVENT WATER FROM FLOWING AROUND THE ENDS OF THE FENCE.
- 3. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: TWIST METHOD OR HOOK METHOD AS SPECIFIED ON DETAIL.
- 4. PLACE HAY BALES AROUND CURB INLETS DURING CONSTRUCTION.
- 5. PLACE CULVERT EROSION BALES AROUND OPEN CULVERTS DURING CONSTRUCTION. SHALL COMPLY WITH SECTION 4, PAGES 4-182 THRU 4-189 OF THE PLANNING & DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT & STORMWATER.
- 6. MAINTAIN MIN. 10' VEGETATIVE BUFFER AROUND PERIMETER OF SITE WHERE PRACTICABLE.
- 7. ADDITIONAL SILT FENCE TO BE INSTALLED AS NEEDED TO PREVENT MIGRATION OF SEDIMENT FROM CONSTRUCTION AREAS.
- 8. SWPPP HOUSEKEEPING AREA TO BE MIN. 20'X40', LOCATE SANITARY FACILITIES, TRASH RECEPTACLES, EQUIPMENT MAINTANCE, RE-FUELING, AND CONCRETE WASH-OUT IN THIS AREA. ERECT SIGN AT AREA INDICATING, "SWPPP HOUSEKEEPING AREA".



No.	Revisions:	By:	Date:

FLOYD S BAIRD ENGINEERING, INC.

130 E Northside Drive, Clinton, MS 39066
Phone: (601) 925-5015
www.floydbaIRD.com

Project No.: # PORTER 51

Date: 04/20/2017

Scale: 1" = 15'

Designed By: CLB

Reviewed By: PCF

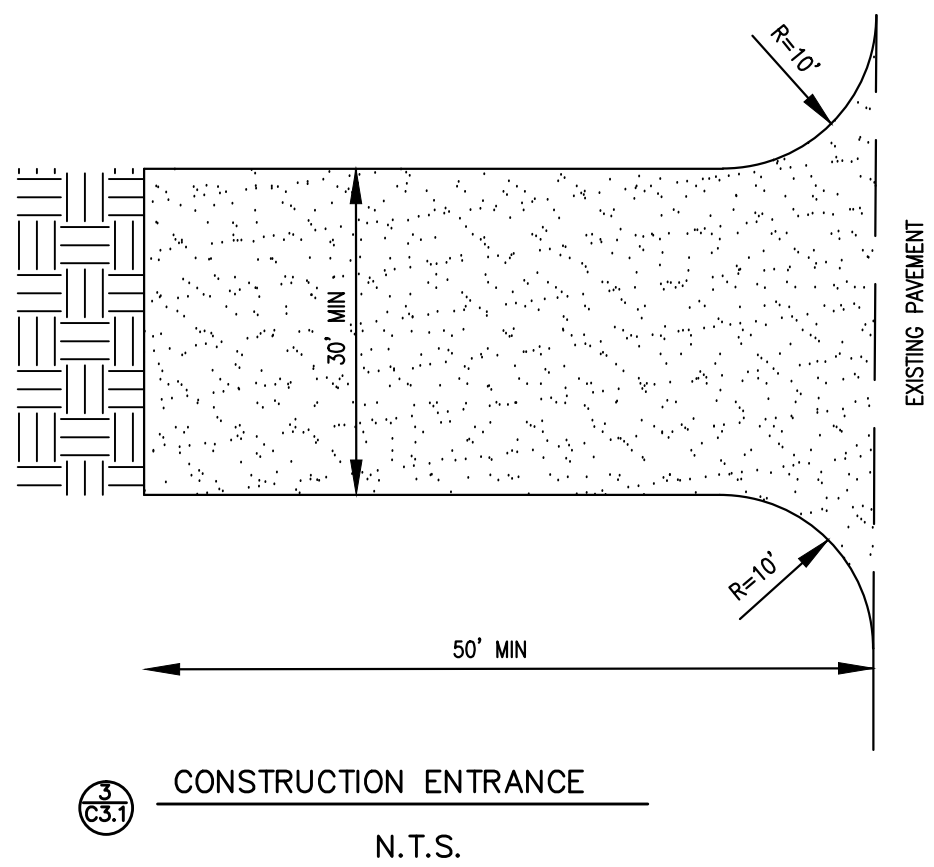
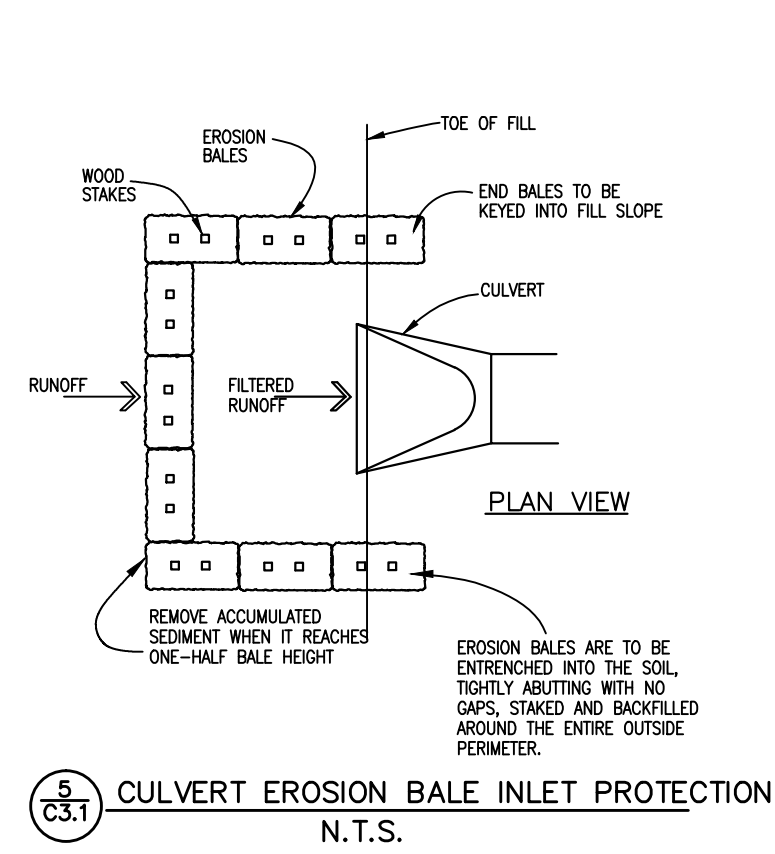
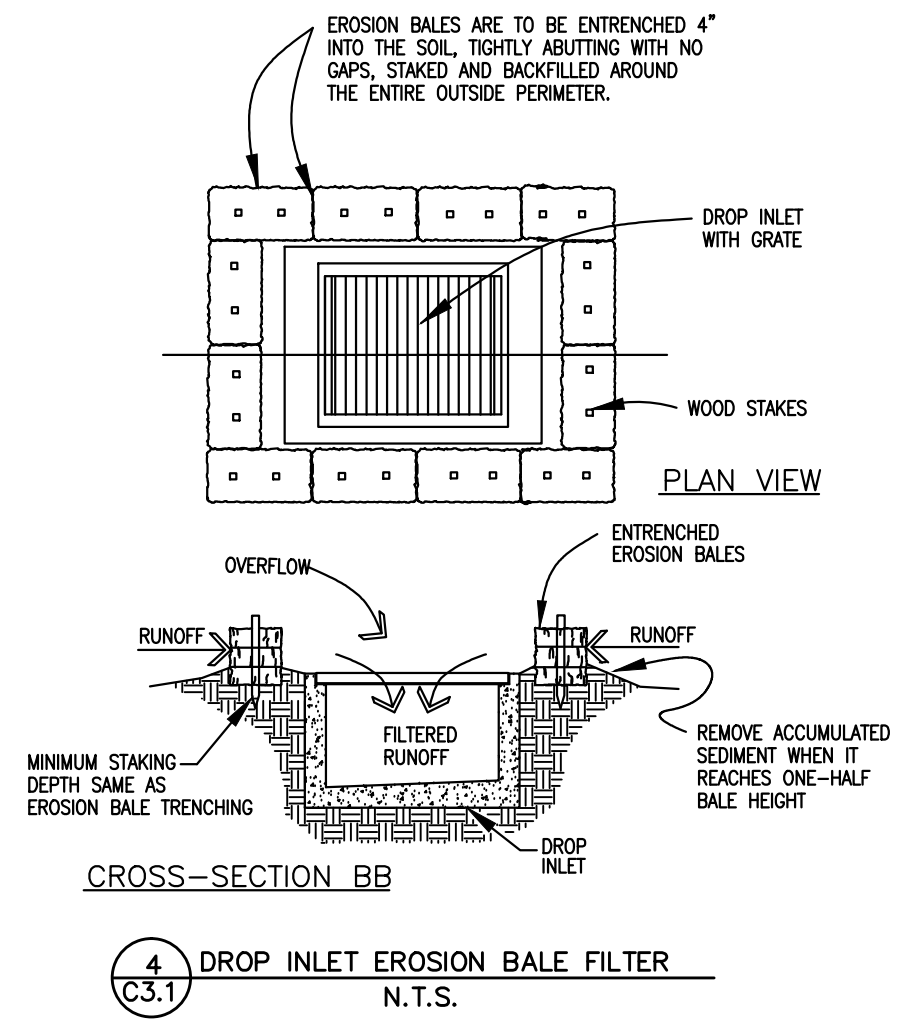
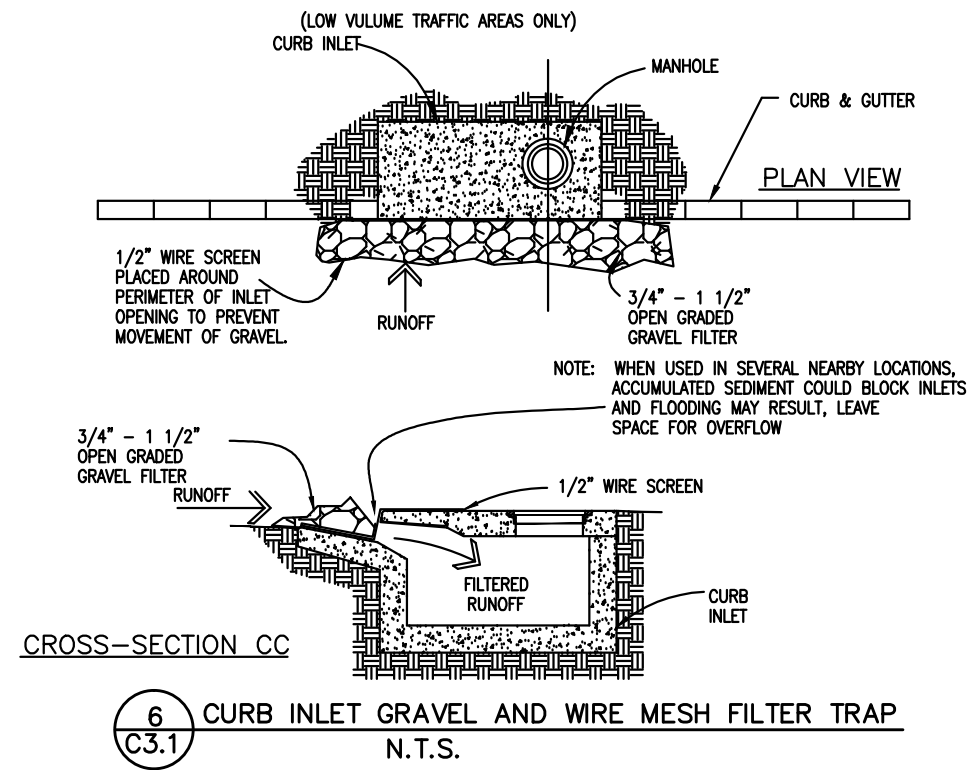
EROSION CONTROL PLAN

PORTER 51

RIDGELAND, MISSISSIPPI

SHEET

C3.0

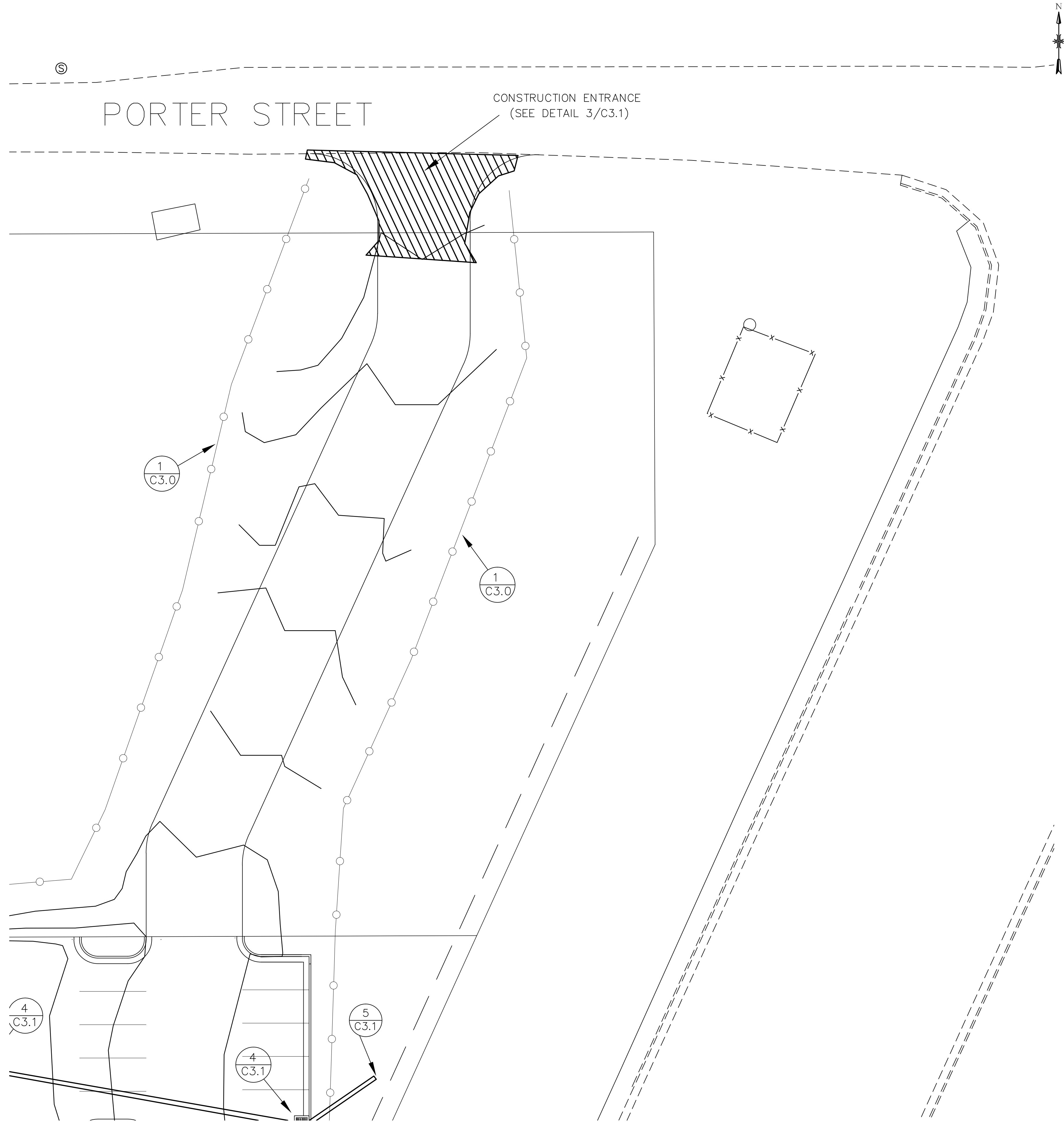


NOTES:

1. STONE SIZE -- USE 2" STONE OR RECLAIMED OR RECYCLED CONCRETE EQUIVELANT.
2. THICKNESS -- NOT LESS THAN 6".
3. FILTER CLOTH WILL BE PLACED OVER THE ENTIRE AREA BEFORE PLACING STONE.

PURSUANT TO ADOPTED STORM WATER MANAGEMENT PLANS FOR NON-RESIDENTIAL USERS, THE FOLLOWING INFORMATION IS PROVIDED:

- SIGNIFICANT MATERIALS TO BE PLACED ON PROPERTY INCLUDE FILL/CUT MATERIAL, CONCRETE, METAL OR IRON FOR THE BUILDING
- CURRENT AND PROPOSED LAND USE IS FOR STATE FARM INSURANCE, THE ONLY FEASIBLE THREAT OF STORM WATER POLLUTION WILL ARISE DURING CONSTRUCTION. THE THREAT WILL BE FROM UNCONTROLLED SEDIMENT RUNOFF. SEDIMENT RUNOFF CAN BE CONTROLLED BY FOLLOWING THE GUIDELINES AS SHOWN ON THE PRECEDING AND CURRENT "EROSION CONTROL PLAN" SHEETS.
- CUT/FILL MATERIAL MAY BE STOCKPILED ON SITE DURING CONSTRUCTION. IF SO, A SILT FENCE MUST BE IN PLACE AROUND SAID STOCKPILE. CONCRETE WILL BE DELIVERED ONSITE WITH CONCRETE TRUCKS. SPILLOVER FROM FORMING WILL BE STOCKPILED AND REMOVED FROM SITE TO AN APPROVED RUBBISH OR LANDFILL SITE. THE SAME APPLIES FOR ALL METAL/IRON EXCESS FROM BUILDING CONSTRUCTION
- ALL LITTER IS TO BE DISPOSED OF IN A CERTIFIED LAND FILL. LITTER IS TO BE TEMPORARILY STORE ON SITE UNTIL IT CAN BE HAULED TO A CERTIFIED LAND FILL OR REMOVED BY PROFESSIONAL WASTE MANAGEMENT SERVICES.
- ALL SIGNIFICANT MATERIALS REMAINING AFTER CONSTRUCTION WILL BE REMOVED FROM SITE AND DISPOSED OF IN AN APPROVED RUBBISH OR LANDFILL SITE.
- PESTICIDES OR HERBICIDES ARE NOT NECESSARY AND ARE, THEREFORE, NOT ALLOWED ON SITE. IF ANY ARE FOUND ON SITE, THEY WILL BE DISPOSED OF AS PER DEQ OR EPA REGULATIONS.
- NOTE THE LOCATION OF ALL SILT FENCES AND EROSION CONTROL MEASURES AS INDICATED ON PRECEDING "EROSION CONTROL PLAN" SHEET. THE DETAILS OF SAID FENCES AND CONTROL MEASURES ARE SHOWN ON CURRENT SHEET.



No.	Revisions:	By:	Date:

FLOYD S BAIRD ENGINEERING, INC.

130 E. Northside Drive, Clinton, MS 39056
Phone: (601) 925-5015
www.floydbaird.com

Project No.:
PORTER 51
Date:
04/20/2017
Scale:
1" = 15'
Designed By:
CLB
Reviewed By:
PCF

EROSION CONTROL
PORTER 51
RIDGELAND, MISSISSIPPI

SHEET
C3.1

UTILITIES NOTES

1. GENERAL

THE SITE CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH THE MOST CURRENT DATA PROVIDED BY THE OWNER.

ALL WATER AND SANITARY SEWER SERVICES TO BE INSTALLED TO WITHIN 5 FEET OF BUILDING LINE. SINCE WATER AND SEWER IS PRIVATELY OWNED AND MAINTAINED ON SITE, ALL SERVICES AND MATERIALS WILL BE TO STATE REGULATORY STANDARDS.

THE SITE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES OR PLANS, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACTLY COMPLETE. THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF COMPANIES OR PLANS TO EXCAVATION. THE PRIVATE OWNER MAY OR MAY NOT HAVE KNOWLEDGE OF LOCATION OF UTILITIES AND THE SITE CONTRACTOR IS RESPONSIBLE FOR LOCATING IN NON-INVASIVE AND NON-DISTRACTIVE MEANS IF POSSIBLE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES WHICH COINCIDE WITH THE PROPOSED IMPROVEMENTS AS SHOWN ON THE PLANS.

SEE MECHANICAL SHEETS FOR BUILDING CONNECTIONS.

GAS COMPANY TO BE RESPONSIBLE FOR THE SIZE AND CONSTRUCTION OF THE PROPOSED GAS LINES AS SHOWN ON THIS PLAN.

2. SANITARY SEWER AND WATER CONNECTIONS

CONNECTION OF SANITARY SEWER AND WATER TO THE EXISTING INFRASTRUCTURE SHALL BE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.

SITE CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED.

SITE CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL UNDERGROUND UTILITIES WITH HIS WORK. ALL UNDERGROUND UTILITIES (WATER, STORM SEWER, SANITARY SEWER, IRRIGATION SYSTEMS, ELECTRICAL CONDUIT, ETC) SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF BASE COURSE MATERIAL, AND THE PLACEMENT OF ANY APPROPRIATE SOIL STABILIZATION.

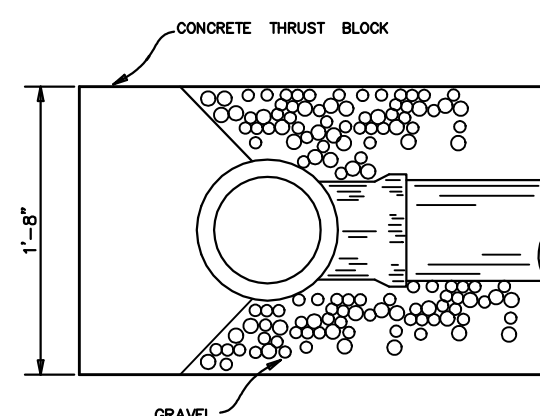
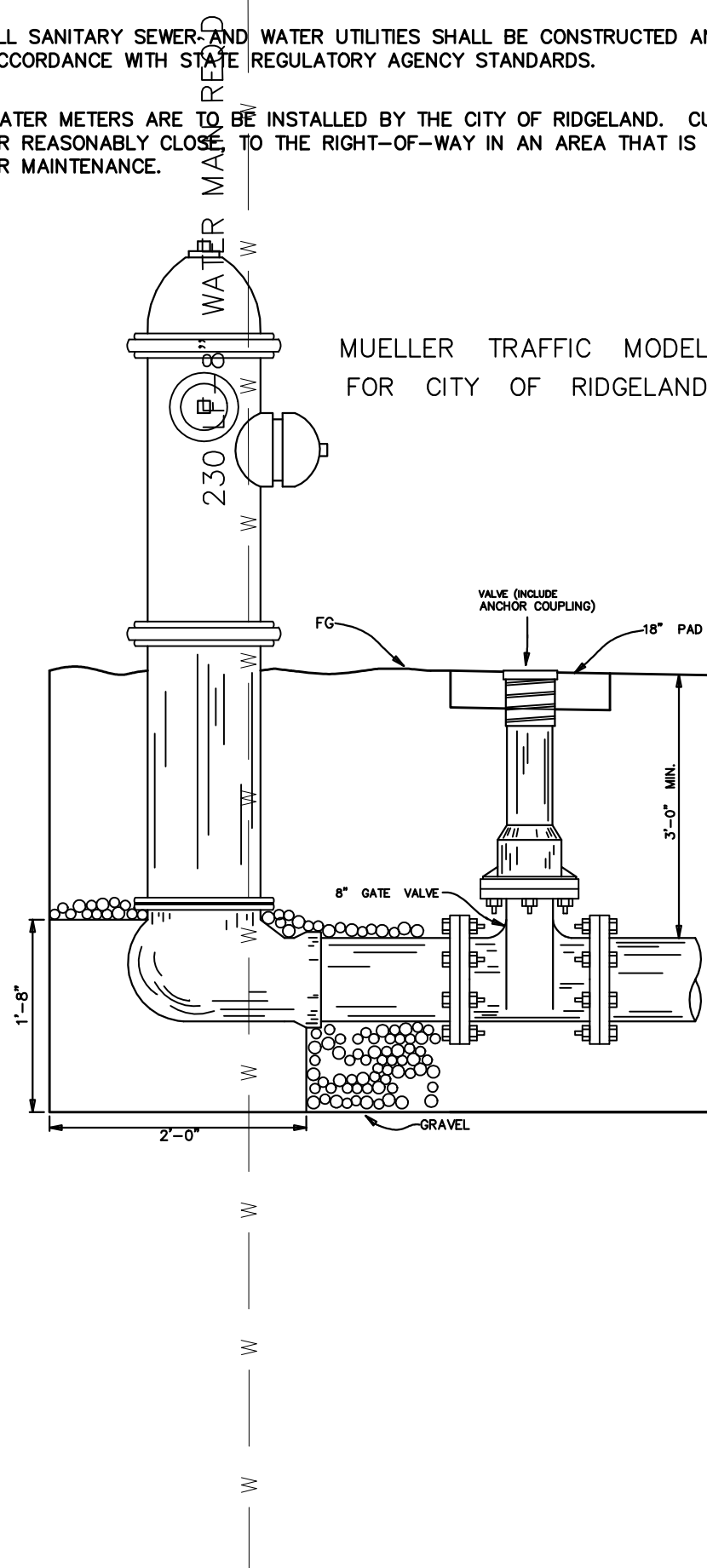
SEWER PIPE AND FITTINGS SHALL BE PVC, ASTM D-3034, SDR-26, ELASTOMETRIC GASKET JOINTS.

ALL WATER SERVICE LINES 3" AND UNDER SHALL BE PB, AWWA STD, C-902 CLASS 160.

SITE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES TO REMAIN AND FOR ALL INTERRUPTIONS CAUSED BY A RESULT OF THIS WORK.

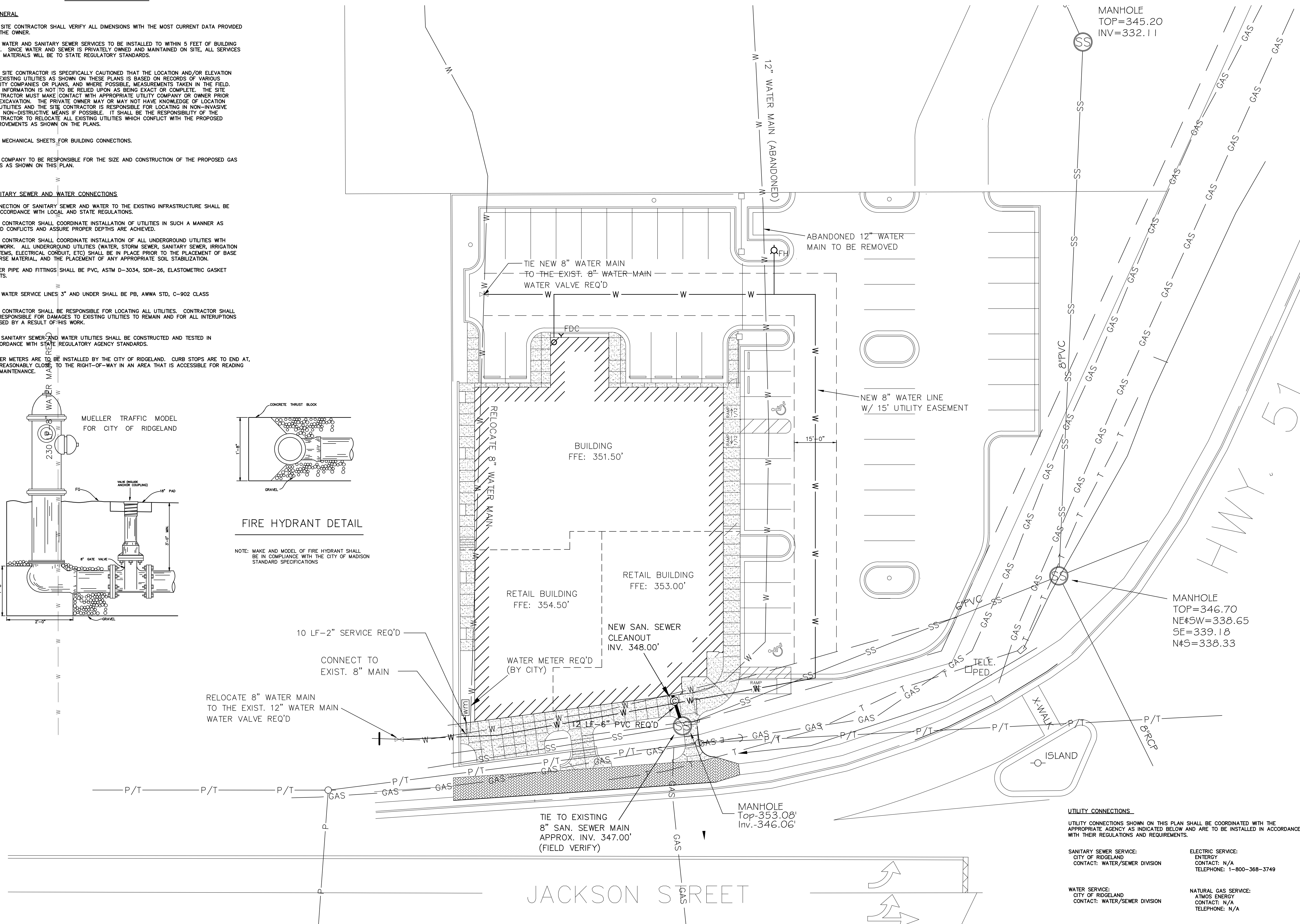
ALL SANITARY SEWER- AND WATER UTILITIES SHALL BE CONSTRUCTED AND TESTED IN ACCORDANCE WITH STATE REGULATORY AGENCY STANDARDS.

WATER METERS ARE TO BE INSTALLED BY THE CITY OF RIDGELAND. CURB STOPS ARE TO END AT, OR REASONABLY CLOSE TO THE RIGHT-OF-WAY IN AN AREA THAT IS ACCESSIBLE FOR READING OR MAINTENANCE.



FIRE HYDRANT DETAIL

NOTE: MAKE AND MODEL OF FIRE HYDRANT SHALL
BE IN COMPLIANCE WITH THE CITY OF MADISON
STANDARD SPECIFICATIONS



UTILITY CONNECTIONS

UTILITY CONNECTIONS SHOWN ON THIS PLAN SHALL BE COORDINATED WITH THE
APPROPRIATE AGENCY AS INDICATED BELOW AND ARE TO BE INSTALLED IN ACCORDANCE
WITH THEIR REGULATIONS AND REQUIREMENTS.

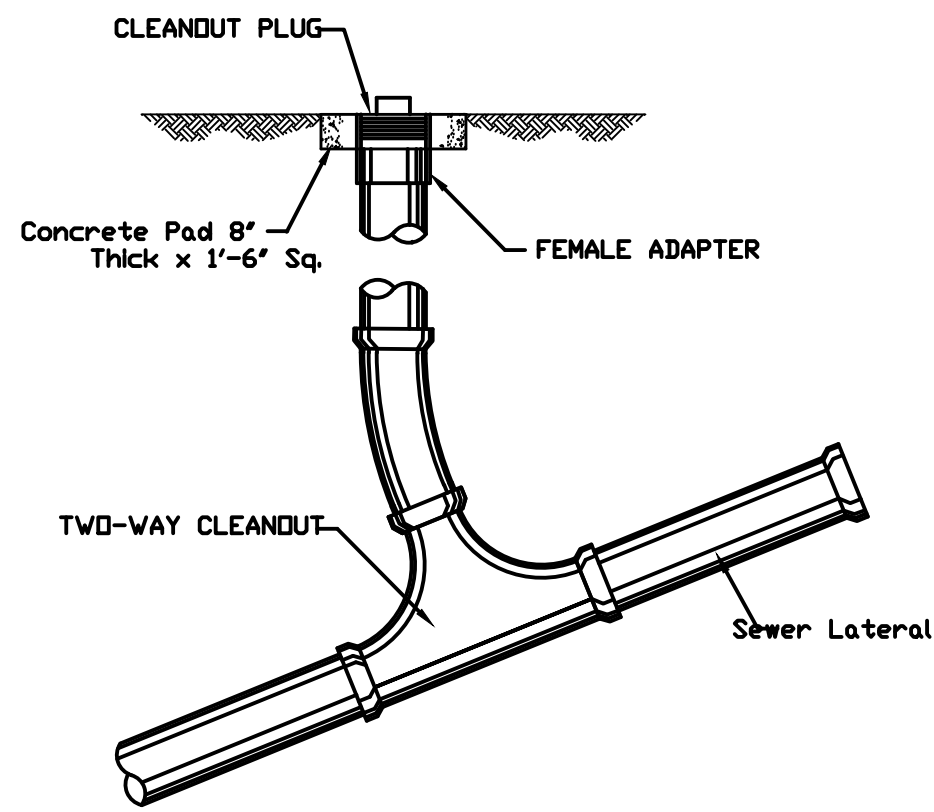
SANITARY SEWER SERVICE:
CITY OF RIDGELAND
CONTACT: WATER/SEWER DIVISION

ELECTRIC SERVICE:
ENERGY
CONTACT: N/A
TELEPHONE: 1-800-368-3749

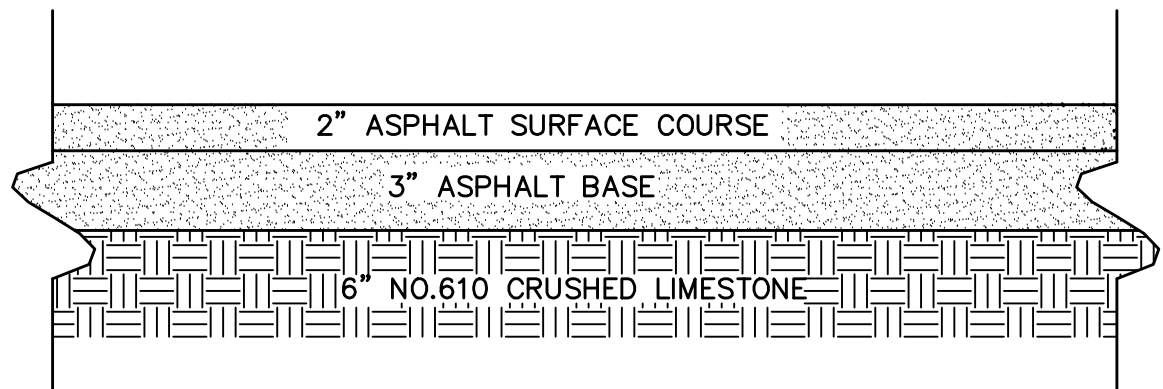
WATER SERVICE:
CITY OF RIDGELAND
CONTACT: WATER/SEWER DIVISION

NATURAL GAS SERVICE:
ATMOS ENERGY
CONTACT: N/A
TELEPHONE: N/A

* SEE MECHANICAL SHEETS (MECHANICAL SITE PLAN) FOR GAS CONNECTIONS AND LAYOUT
SEE ELECTRICAL SHEETS (ELECTRICAL SITE PLAN) FOR ELECTRICAL CONNECTIONS AND LAYOUT

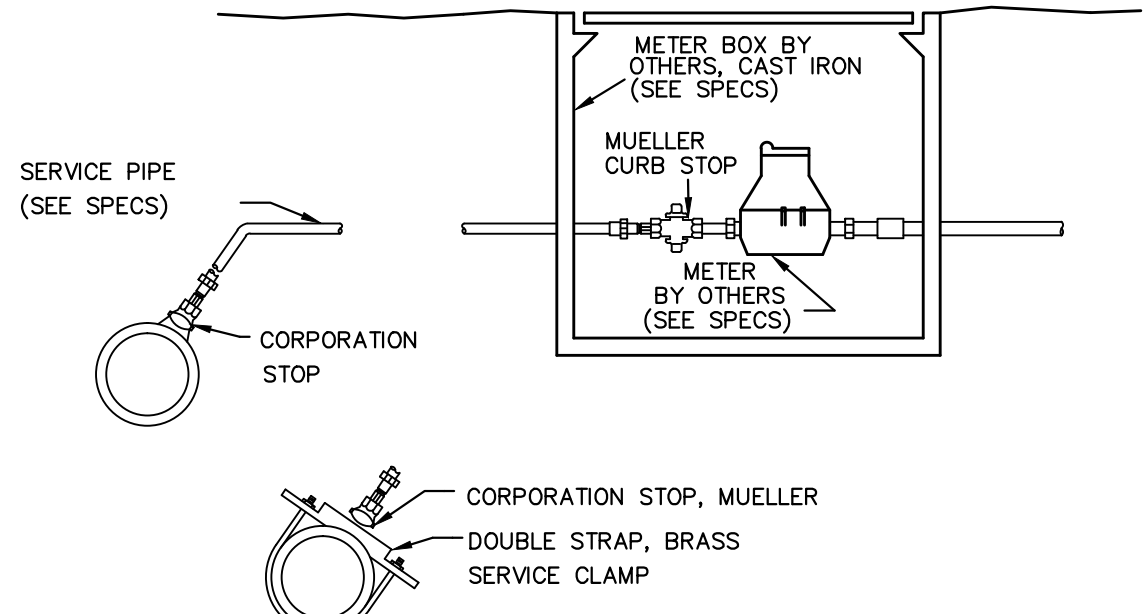


6 SANITARY SEWER CLEAN-OUT (2-WAY) DETAIL
NTS



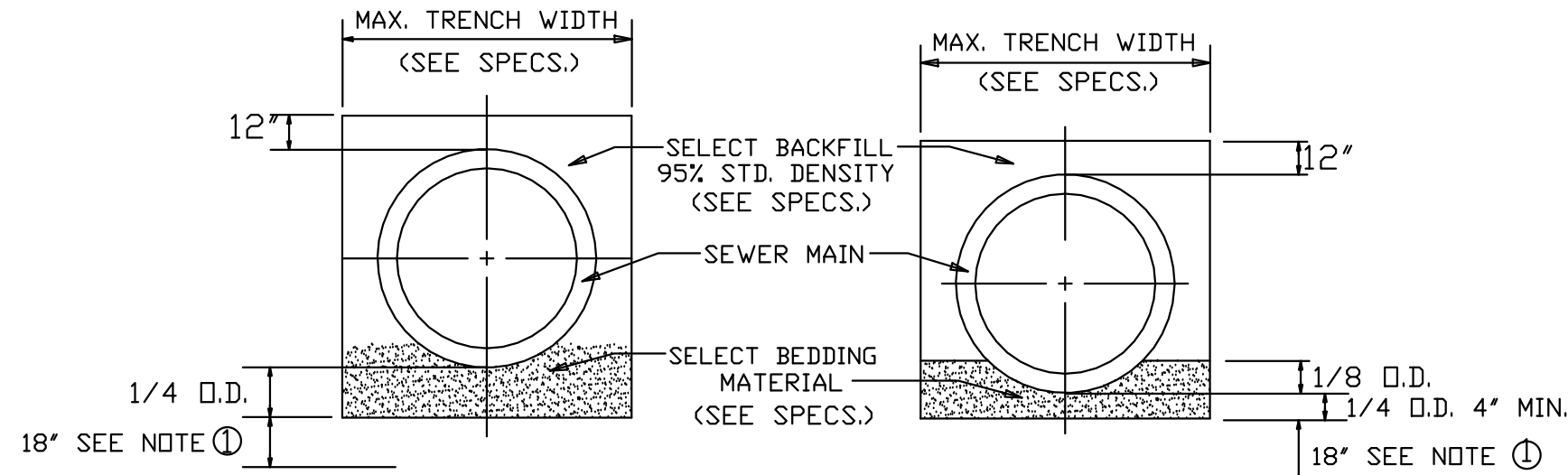
2 ASPHALT PAVEMENT DETAIL
N.T.S.

ASPHALT SURFACE COURSE SHALL CONFORM WITH SPECIFICATIONS FOR SC-1, TYPE 8 PRESENTED IN THE MS STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION (1990 EDITION). BITUMINOUS BASE SHOULD CONFORM WITH BB-1, TYPE 6 SPECIFICATIONS.



7 TYPICAL SERVICE ASSEMBLY
C5.0

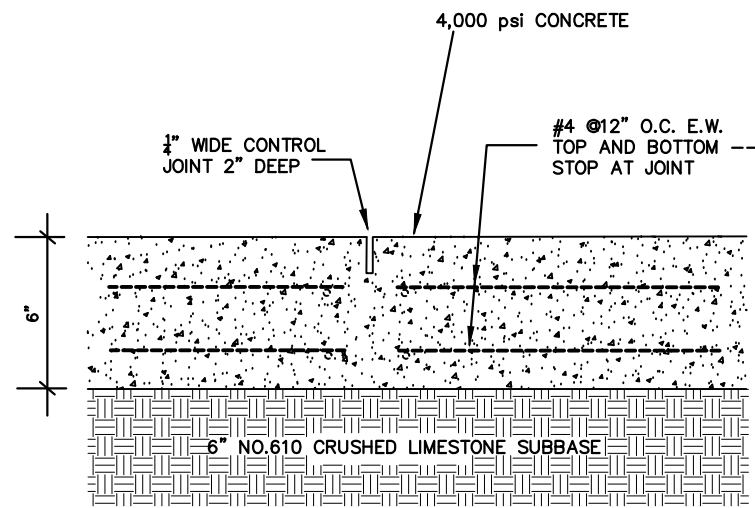
NOTE: SERVICES SHALL BE TYPE K COPPER WITH CORPORATION AND CURB STOPS THAT COMPLY WITH THE CITY OF JACKSON STANDARD SPECIFICATIONS. MUST BE APPROVED BY CITY OF JACKSON PRIOR TO INSTALLATION.



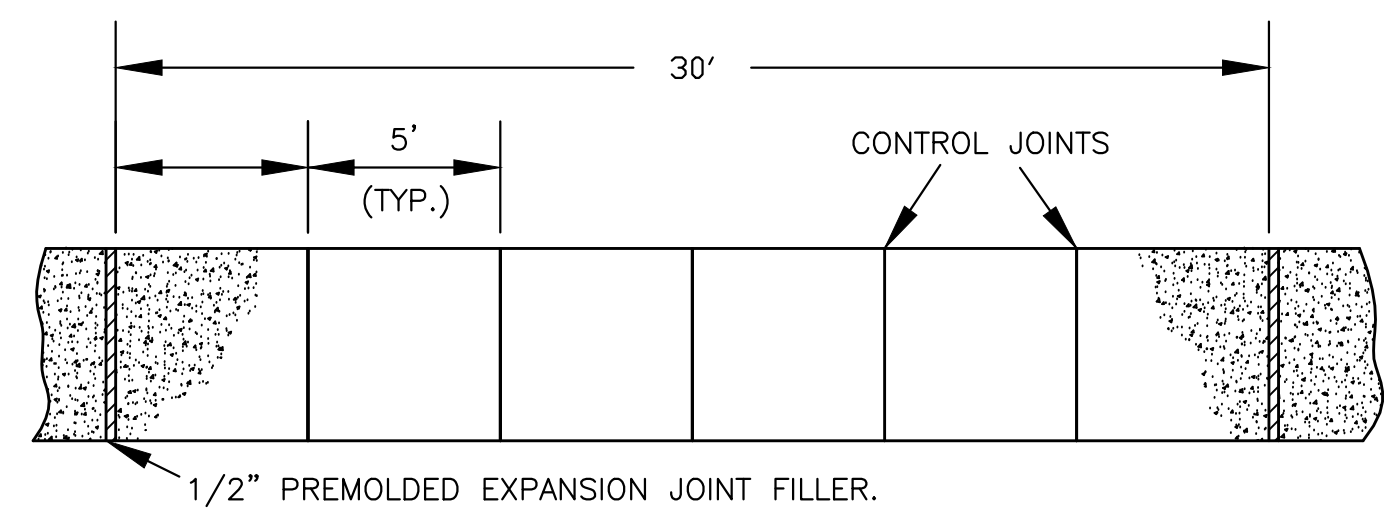
TYPICAL SECTION CLASS "B" BEDDING
TYPICAL SECTION CLASS "C" BEDDING

- ① DEWATERING REQ'D. TO THIS LEVEL (MIN.). CONTRACTOR WILL NOT BE ALLOWED TO WORK WHEN WATER LEVEL IS NOT MAINTAINED BY DEWATERING SYSTEM TO THIS ELEVATION OR LOWER.
- ② WHEN TRENCHING ACROSS EXISTING ASPHALT OR CONCRETE SURFACES, NEW ASPHALT SHOULD BE PLACED BACK AT SAME DEPTH OF EXISTING ASPHALT OR CONCRETE THICKNESS.

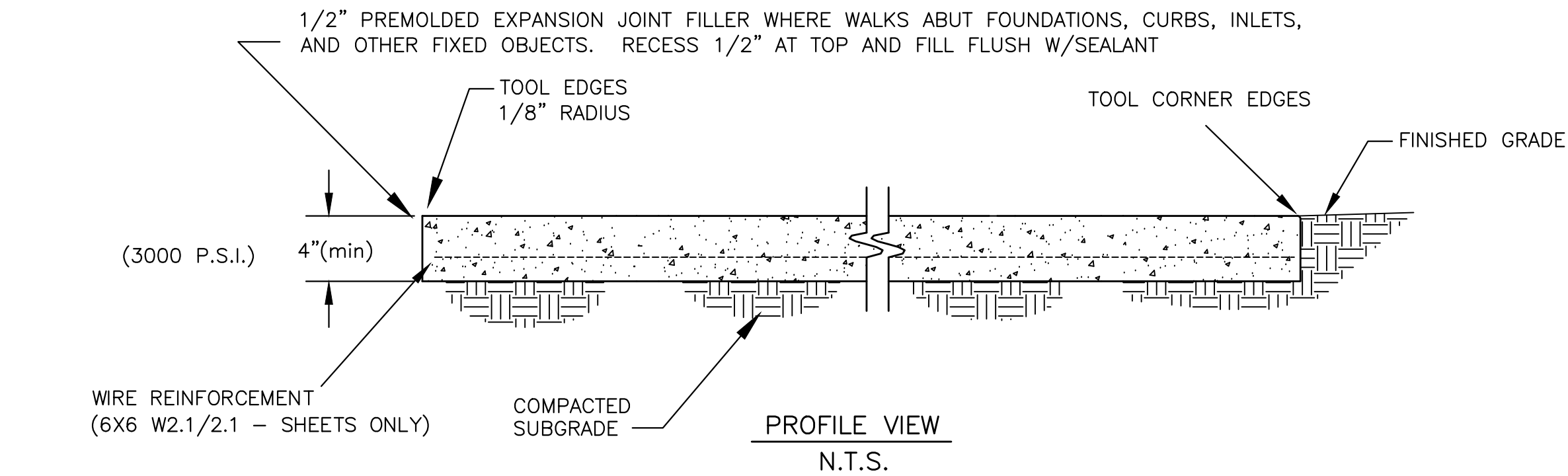
1 CONCRETE PAVEMENT DETAIL
N.T.S.



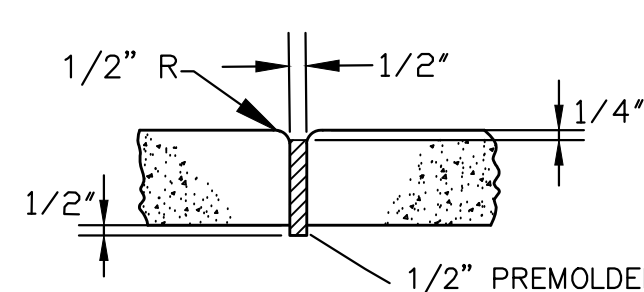
- SLAB PROFILE:
1. TOOLED CONSTRUCTION JOINTS SHOULD BE PROVIDED AT INTERVALS THAT WILL PROVIDE A SLAB SITE THAT DOES NOT EXCEED 20'X20'.
 2. EXPANSION JOINTS SHOULD ONLY BE PLACED WHERE THE PAD DIRECTLY ADJOINS A BUILDING OR OTHER FIXED STRUCTURE.
 3. PROOF ROLL SUBGRADE PRIOR TO CONCRETE PLACEMENT AND CUT REINFORCING AT ALL JOINT LOCATIONS.



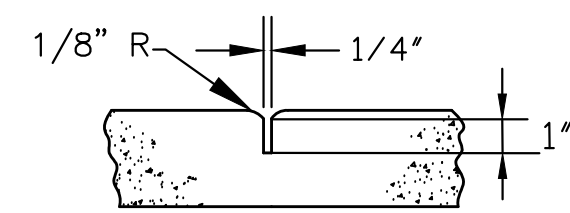
PLAN VIEW
N.T.S.



PROFILE VIEW
N.T.S.



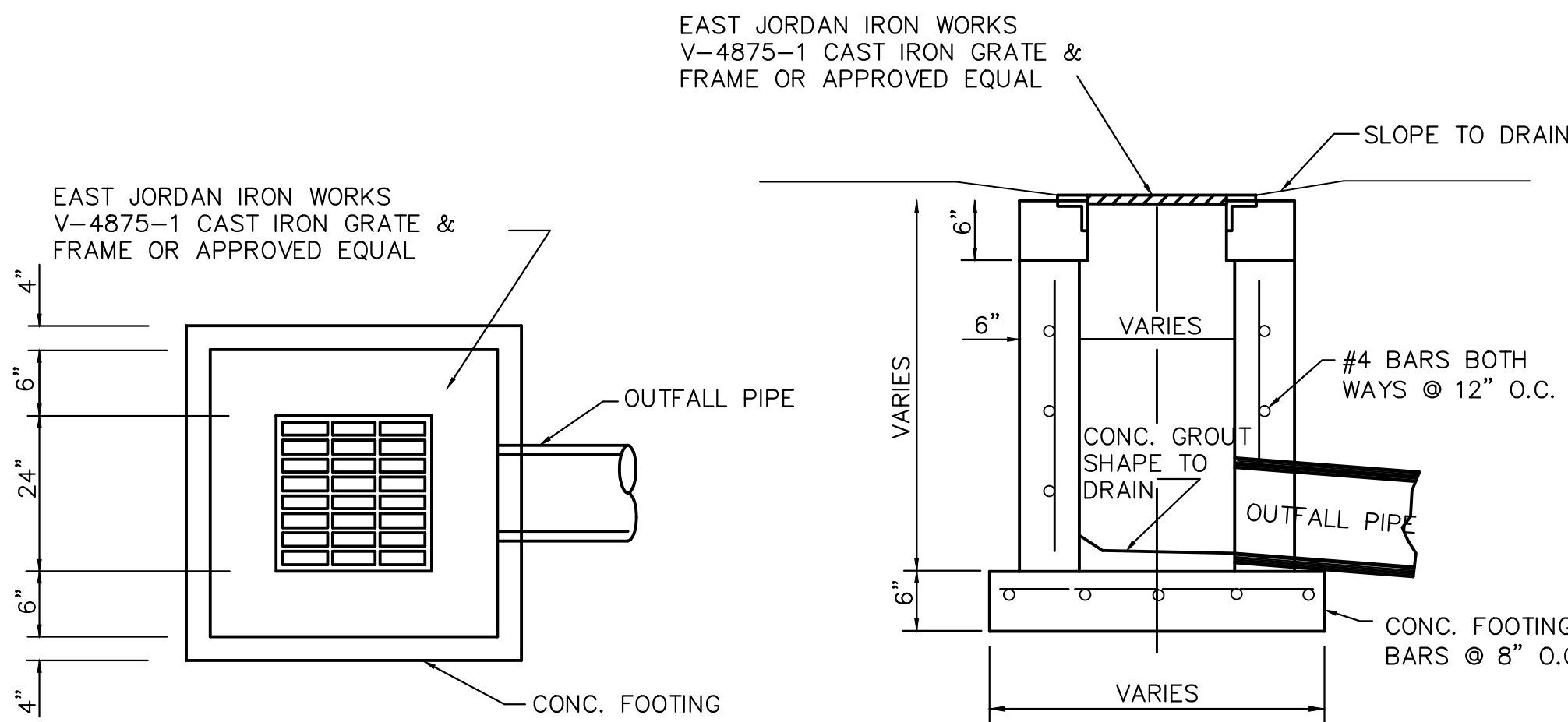
EXPANSION JOINT
N.T.S.



CONTROL JOINT
N.T.S.

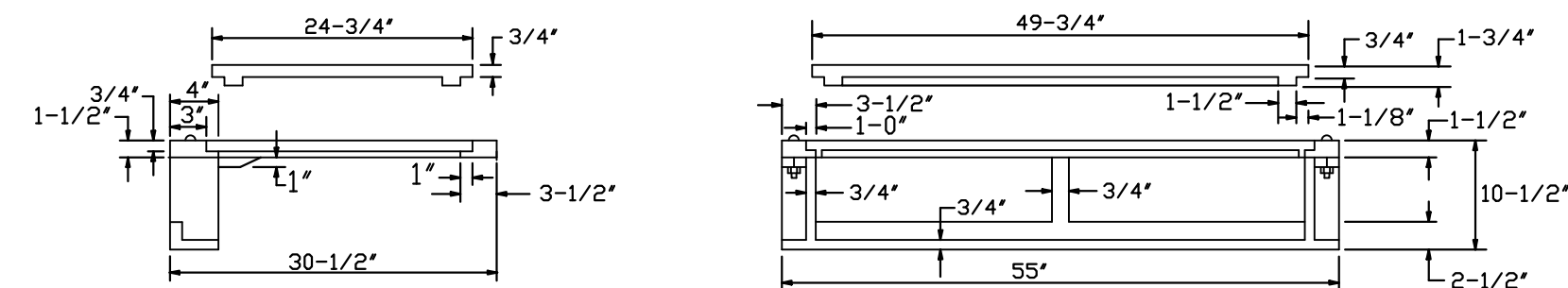
- NOTES:
- 1) CONCRETE SHALL BE 3,000 PSI MINIMUM
 - 2) 6X6 W2.1/W2.1 WIRE REINFORCEMENT REQUIRED (SHEETS ONLY)
 - 3) PROVIDE BROOM FINISH TO ALL EXPOSED SURFACES
 - 4) HEAVY BROOM FINISH PERPENDICULAR TO THE DIRECTION OF TRAFFIC.

3 CONCRETE SIDEWALK SECTION DETAILS
N.T.S.

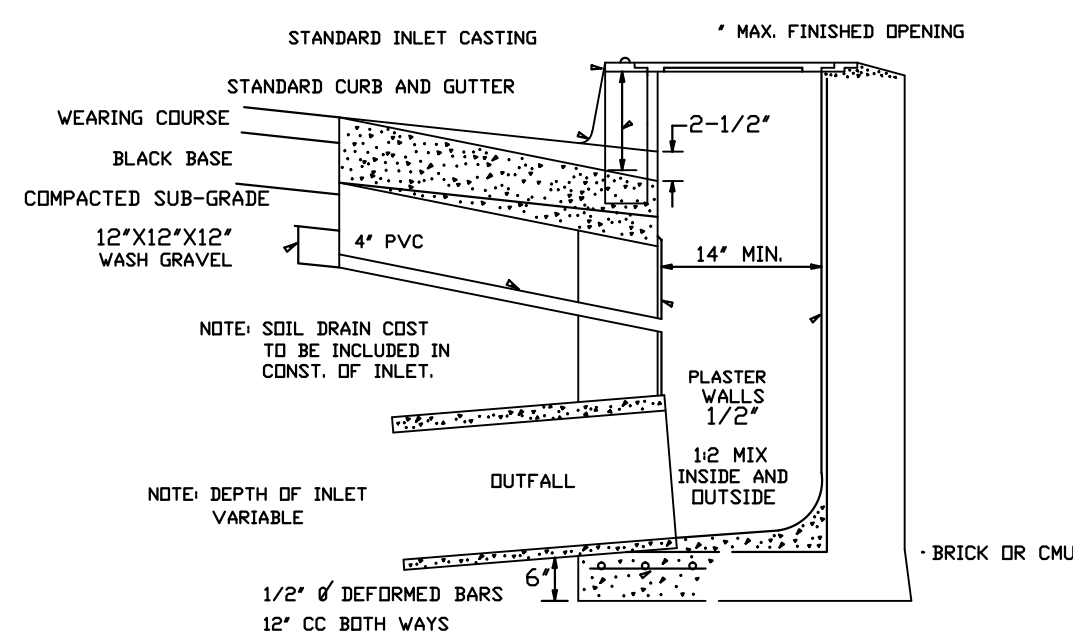


9 GRATE INLET DETAIL
C5.0

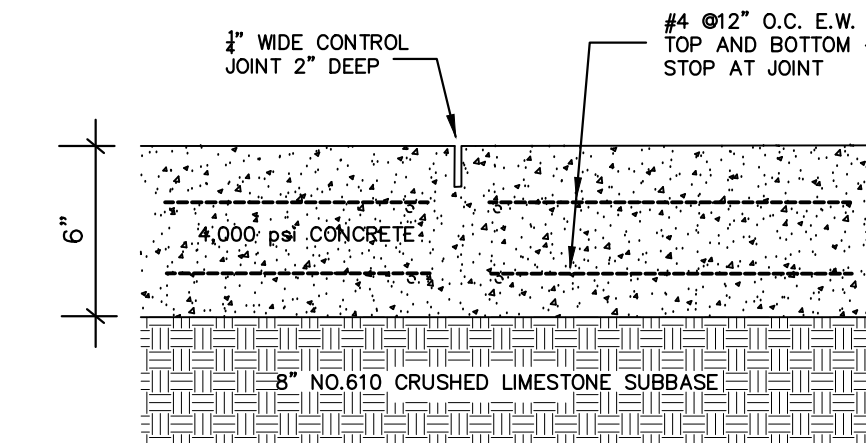
N.T.S.



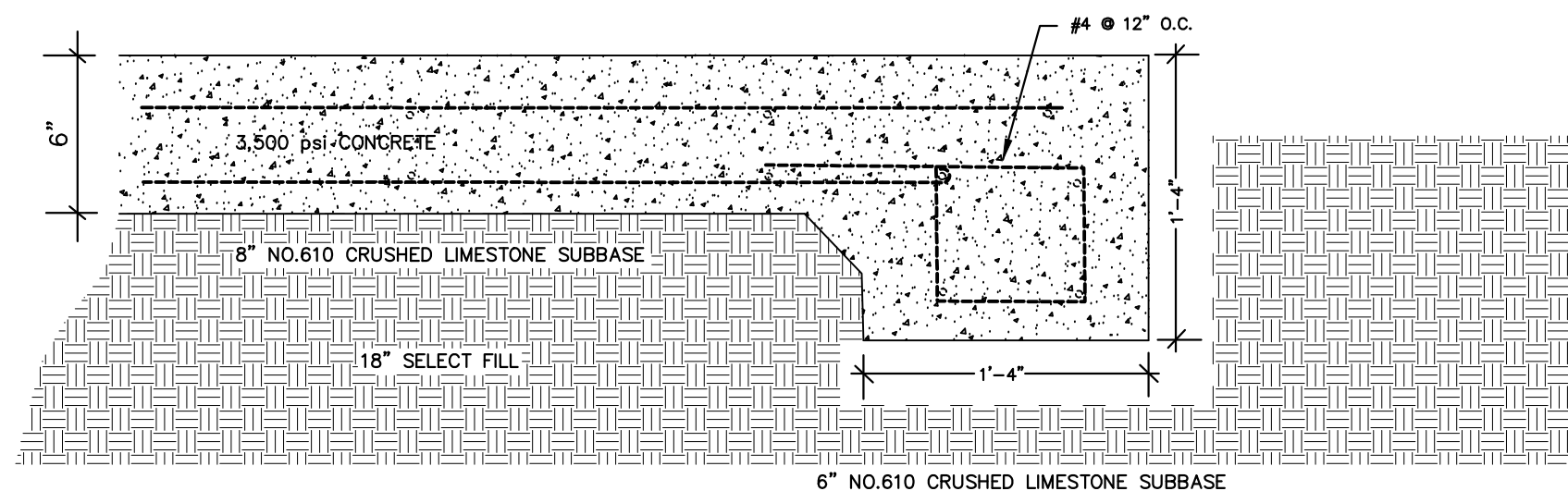
STANDARD CURB INLET CASTING
(VULCAN RCB-7)
NO SCALE



SECTION OF STANDARD CURB INLET
NO SCALE

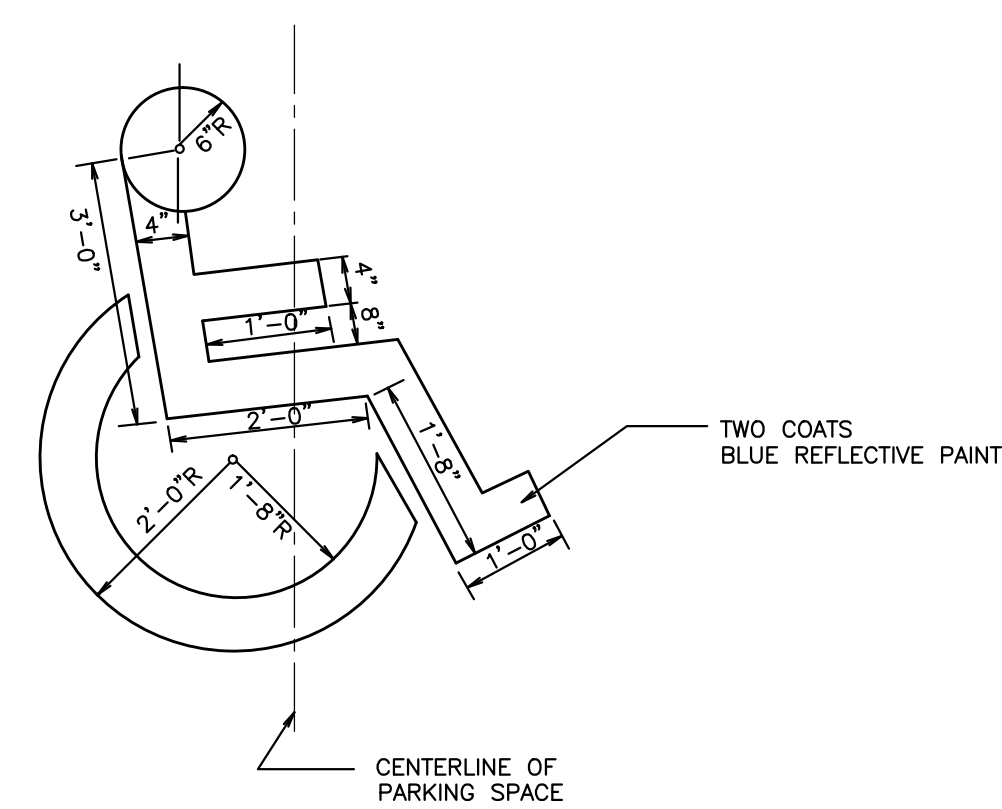


- SLAB PROFILE:
1. TOOLED CONSTRUCTION JOINTS SHOULD BE PROVIDED AT INTERVALS THAT WILL PROVIDE A SLAB SITE THAT DOES NOT EXCEED 20'X20'.
 2. EXPANSION JOINTS SHOULD ONLY BE PLACED WHERE THE PAD DIRECTLY ADJOINS A BUILDING OR OTHER FIXED STRUCTURE.
 3. PROOF ROLL SUBGRADE PRIOR TO CONCRETE PLACEMENT AND CUT REINFORCING AT ALL JOINT LOCATIONS.
 4. SEE GEOTECHNICAL REPORT BY LADNER DATED JANUARY 2016 FOR ALL PAVEMENT RECOMMENDATIONS.



8 HEAVY DUTY CONCRETE (DUMPSTER AREA)
C5.0

N.T.S.



4 ACCESSIBILITY PARKING SYMBOL
C5.0

N.T.S.

- NOTES
1. ACCESSIBILITY SYMBOLS SHALL BE PAINTED ON PAVEMENT AT EACH ACCESSIBLE PARKING SPACE.
 2. ALL PAVEMENT MARKING INSTALLATIONS SHALL CONFORM TO THE 1988 MUTCD AND ALL SUBSEQUENT REVISIONS.
 3. ALL ACCESSIBLE PARKING SPACES SHALL BE MARKED WITH AN ACCESSIBILITY PARKING SPACE SIGN.
 4. BLUE PAINT TO BE PAINTED FOR ALL ACCESSIBLE MARKINGS.

5 CURB INLET DETAIL
C5.0

N.T.S.

Date:	
By:	
Revisions:	
No.	

FLOYD S BAIRD ENGINEERING, INC.
130 E. Northside Drive, Clinton, MS 39056
Phone: (601) 925-15015
www.floydbaird.com

Project No.:
PORTER 51
Date:
04/20/2017
Scale:
N.T.S.
Designed By:
CLB
Reviewed By:
PCF

SITE DETAILS

SHEET
C5.0



public works

MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer

DATE: May 31, 2017

RE: **CANADIAN NATIONAL-ILLINOIS CENTRAL RAILROAD INVOICE NO. 91270459**
LAKE HARBOUR DRIVE EXTENSION-CN RAILWAY AT GRADE CROSSING IMPROVEMENTS
Lake Harbour Drive Extension
Highway 51 to Highland Colony Parkway
HPP-8323-00(004)/LPA 104859-811000

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **\$128,402.46** to Canadian National-Illinois Central Railroad for Invoice no. 91270459 which provides payment for track crossing stored materials and preliminary engineering services on the future Lake Harbour Drive Extension at-grade rail crossing over the Canadian National-Illinois Central Railroad. The stored materials invoiced are designated for exclusive use on the Lake Harbour Drive Extension project.

The MDOT Audit Division has been reviewing this invoice since January 2017 to determine its eligibility for Federal funding reimbursement. On May 2, 2017, the MDOT reached their final decision that the only allowable costs for reimbursement are the CN Direct Labor Costs, Siemens Material Costs once delivered to the project site, and freight of only one shipping container excluding the sales tax. Upon approval of this payment to CN, the total federal participating amount of this invoice is \$123,304.27. The City of Ridgeland will not be reimbursed for the remaining \$5,098.19.

MDOT has obligated the funds for reimbursement of this project expense. Once this invoice is paid we will submit a request for reimbursement to MDOT and include proof of payment along with a copy of the invoice.

The reimbursement request should be sent to:
Mrs. Necole Baker
LPA Office Coordinator
Mississippi Department of Transportation
Local Public Agency Division, 3rd Floor
P.O. Box 1850
Jackson, MS 39215-1850

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: John M. McCollum, Public Works Director

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Paula W. Tierce, phr - city clerk / human resources director

board of aldermen: D.L. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

LPA-001 CAD For LPA's

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION ESTIMATE - RECAP SHEET

P.O. No. 3941

Invoice Number : 91270459

Sheet No. 1 of 14

Vendor Number 3100034217 0

Project No. HPP-8323-00(006)LPA/104859-801100 County Madison

In Account With City of Ridgeland P.O. Box 217 Ridgeland, MS 39157

Contract Number: OG00001080

Est. No. 1 (Progress Estimate/ Final) Surety

Period November 3, 2015 THRU November 30, 2016 Document No.

Line Item	OCA	User Code I	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost								
Total Non-Participating Cost								
Total Cost								
Retainage at 0.00%								
Total All Work Due								
Liquidated Damages								
Testing Charges								
Total Net Work Due								

Quantities Checked
Original Signed

City Engineer, Christopher W. Bryson, P.E.

LPA Official

Mayor, Gene F. McGee

Approved By:

State Engineer, Local Projects - Jeff C. Altman, P.E.

% Matching Funds
Deduction for LPA

0.000000%

001

080100

153

1612

2

104859801100

0.00

0.00

TOTAL Net Amount Owed to the LPA

123,304.27

0.00

123,304.27

Completion Date:

AMOUNT OF PAYMENT FOR ALL PROGRESS AND FINAL ESTIMATES
SHOULD BE PAID TO THE NEAREST CENTS (\$0.00)

Contract % Complete

Contract % of Elapsed Time

THE SOLE PURPOSE OF THE CONTRACT ADMINISTRATION ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED THE CERTIFICATION AND OTHER
DATA REQUIRED BY THE LPA MANUAL FOR PAYMENT

	CN Invoice		MDOT	
	No. 91270459		Participating	
	TOTAL INVOICE		Difference	
	\$	128,402.49	\$	123,304.27
CN Direct Labor	\$	881.56	\$	881.56
	CN Invoice No. 91270459			
Material	\$	109,941.28	\$	109,941.28
	Siemens Invoice No. 40466573			
	* upon receipt on project site			
Other Costs	\$	17,579.65	\$	12,481.43
	Price w/o Tax	3% Tax	Price w/ Tax	
Siemens Engineering	\$ 7,895.27	\$ 236.86	\$ 8,132.13	\$ 7,895.27
Siemens Freight Bill of Lading, #42515.248899	\$ 4,586.16	\$ 137.58	\$ 4,723.74	\$ 4,586.16
Siemens Freight Bill of Lading, #42515.249810	\$ 4,586.16	\$ 137.58	\$ 4,723.74	\$
TOTAL	\$ 9,172.32	\$ 275.17	\$ 9,447.49	



ILLINOIS CENTRAL
NON-FREIGHT MANAGEMENT
PO BOX 95361
CHICAGO IL 60694-5361
USA



INVOICE

Invoice Number **91270459**
Page 1 of 3
Invoice Date (Y/M/D) 2016/12/13
Charges incurred up to 2016/11/30
Customer Number 20570
CN Reference Number 40117367/M-0900,003
Billing Type Projects

ATTN ACCOUNTS PAYABLE
CITY OF RIDGELAND
PO BOX 217
RIDGELAND MS 39158
USA

PROGRESS BILL #3

Facility Crossing Signal & Surface
City RIDGELAND
Street LAKE HARBOR DRIVE
Mile Range 720.60
CTA/DOT Crossing No. 967700E
Federal Project NA
State/Province Project No. CITY RIDGELAND CONTRACT
CN Agreement Contract ICR 92919

Province/State MS

CN Agreement Date 2015/11/03

The extension of Lake harbor Drive with a new surface and signals along with structure work on a culvert.

SUMMARY OF CHARGES

Amount (USD)

LABOUR

Direct Labour

Total Labour 881.56 881.56

MATERIAL

Material - Purchase orders

Total Material 109,941.28 109,941.28

OTHER COSTS (outsourced services, other purchases, leases and rents, etc.)

Outsourced Services

Miscellaneous

Total Other Costs 8,132.13 9,447.49 17,579.62

Inquiries

John Dinning

Tel: 601-914-2658

Email: JOHN.DINNING@CN.CA

Total \$ 128,402.46
Your portion 100.00% \$ 128,402.46
Amount Due \$ 128,402.46

Payable in USD Funds

Tax ID

36-2728842



ILLINOIS CENTRAL
NON-FREIGHT MANAGEMENT
PO BOX 95361
CHICAGO IL 60694-5361
USA

Invoice Number **91270459**
Customer Number **20570**
Invoice Amount (USD) \$ 128,402.46
Payment Amount \$

Please make your checks payable to

ILLINOIS CENTRAL

and return this detachable stub with your payment

Net 30 days, payment due **2017/01/12**
Interest will be assessed on overdue amounts



ILLINOIS CENTRAL
NON-FREIGHT MANAGEMENT
PO BOX 95361
CHICAGO IL 60694-5361
USA



INVOICE

Invoice Number	91270459
Page	2 of 3
Invoice Date (Y/M/D)	2016/12/13

Billing History

		<i>Invoice Date</i>		<i>W/O Tax</i>		<i>With Tax</i>
PROGRESS BILL #3	91270459	2016/12/13	\$	128,402.46	\$	128,402.46
Total billed to date (incl. this invoice)			\$	128,402.46	\$	128,402.46



Invoice Number	91270459
Page	3 of 3
Invoice Date (Y/M/D)	2016/12/13

DETAILS - CURRENT CHARGES	QTY	UM	Emp.No.	Rate	Cost(\$)	Overhead (%)	Overhead Cost(\$)	Amount (USD Funds)
LABOUR								
Work Date 2016/07/15								
Direct Labour								
SIGNAL DESIGN	0.5	H	172290	31.68	15.84	233.85	37.04	52.88
SIGNAL DESIGN	6	H	154011	38.73	232.38	233.85	543.42	775.80
Work Date 2016/09/15								
Direct Labour								
SIGNAL DESIGN	0.5	H	172290	31.68	15.84	233.85	37.04	52.88
TOTAL DIRECT LABOUR	7				264.06		617.50	881.56
TOTAL LABOUR					264.06		617.50	881.56
MATERIAL								
Material - Purchase Orders								
Purchase order # 4501235533								
SIEMENS INDUSTRY INC	1	EA		109,941.28	109,941.28			109,941.28
40466573								
(Includes self-assessment tax of \$3,202.17)								
TOTAL MATERIAL					109,941.28			109,941.28
OTHER COSTS								
Outsourced Services								
Invoice #								
SIEMENS INDUSTRY INC	1	EA			8,132.13			8,132.13
(Includes self-assessment tax of \$236.86)								
TOTAL OUTSOURCED SERVICES	1				8,132.13			8,132.13
Miscellaneous								
SIEMENS INDUSTRY INC	1	EA		9,447.49	9,447.49			9,447.49
5610017391								
(Includes self-assessment tax of \$275.17)								
TOTAL MISCELLANEOUS					9,447.49			9,447.49
Total								
					127,784.96		617.50	128,402.46
Your portion 100.00%								128,402.46
Amount Due								128,402.46

SIEMENS

Invoice

Cust PO No
4501235533

Cust PO Date
03/21/2016

Quotation No

Invoice No
5610017391

Date
07/20/2016

Sales Order No
3006064241

Sales Ord Date
03/21/2016

Lock Box No
3498

Customer No
30551218

Page 1 of 2

Bill To:

CANADIAN NATIONAL RAILROAD COMPANY
PO Box 8103
MONTREAL QC H3B 2M9
CANADA

Sold To:

CANADIAN NATIONAL RAILROAD
COMPANY
PO Box 8103
MONTREAL QC H3B 2M9
CANADA

Ship To:

CN-CN ATC SIGNAL
SUPERVISOR/K.LEWIS
KENNETH.LEWIS@CN.CA(769-
208-09
102 COMMERCE PARK DRIVE
JACKSON MS 39213

Remit check payments to:

SIEMENS INDUSTRY, INC.
PO Box 3498
Carol Stream IL 60132

Remit Incoming Wires To:

Citibank New York
111 Wall Street
New York, New York 10043 USA
ABA# 021000089 Swift: CITIUS33
Account: 30933143

Remit Incoming ACH's To:

Siemens Industry Inc / Lockbox #3498
C/O Citibank Lockbox Operations
8430 W. Bryn Mawr Avenue, 3rd Floor
Chicago, IL 60631
Account: 30933143
ABA: 021000089

Send Remittance Instructions to:
IUSMobilityrequest.industry@siemens.com

Delivery#:

Ship Date:

INCO Terms: Prepaid & Allow
DESTINATION

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
440	NYK:FREIGHT400 FREIGHT Louisville M400 ECCN: EAR99 Export License #: N Customer PO Item #: 000030 SDS BILL OF LADING 42515.248899 591 X 2=1182 X 3.50=4137.00 FUEL SURCHARGE 591 X 2=1182 X .38=449.16 TOTAL = \$4586.16 SDS BILL OF LADING 42515.249810 591 X 2=1182 X 3.50=4137.00 FUEL SURCHARGE 591 X 2=1182 X .38=449.16 TOTAL = \$4586.16 TOTAL = \$9172.32 Notes: Siemens Industry Inc. MOBILITY 2400 Nelson Miller Parkway LOUISVILLE KY 40223 Phone: 18006262710 Fax: 5023710701 State Taxes Total Tax	PC	1	9,172.32	9,172.32
Total Wt.: 0 LB					
Currency: USD					
Invoice Total:					9,172.32

Payment Terms: Net Due 30 Days

Net Due By: 08/19/2016

"If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S. law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

5610017394

STRAIGHT BILL OF LADING - SHORT FORM

CARRIER:

SDS

Carrier's Number: LOU 42515.248899

RECEIVED, subject to the classification and lawfully filed tariffs in effect on the date of the issue of the Bill of Lading

SIEMENSLOUISVILLE DIVISION
2400 Nelson Miller Parkway
Louisville, Kentucky 40223

At Louisville, KY

Date:

May 25, 2016

From:

The property described below, in apparent good order, except as noted (contents and conditions of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery as said destination. If on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to

IC

(Mail or street address of consignee - For purposes of notification only.)

Destination

JACKSON

State

MS

Zip

39213

Delivery Address

102 COMMERCE PARK DR.

(* To be filled on only when shipper desires and governing tariffs provide for delivery threat.)

CALL 48 HOURS PRIOR TO DELIVERY: DENNIS PARKER 901-409-8577

LAKE HARBOR DR & HOLMES RD. RIDGELAND MS. CANTON 720.60 & 720.50

No. Packages	Kind of Package, Description of Articles, Special Marks, and exceptions	Weight (Sub to Cor.)	Class or Rate	Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges
	CARTONS -		85	
	PIECES -			
	BUNDLES -			
	PALLETS -			
1	40' CONT. (RED) SDS2009	20,000		(Signature of Consignor)
	DELIVERY DATE:			
	DELIVERY TIME:			
	CONTACT NAME			
	CONTACT NUMBER			If charges are to be prepaid write or stamp here, "To be Prepaid"
1	- WIRED HOUSE SIZE 6X6	2,000		
	SEAL #'S 8821193 / 8821194 / 8821195			
	PALLETS - UN 2794, EXIDE BATTERY WET, FILLED WITH ACID, 8			
	PALLETS - UN 2795, EDISON BATTERY, ELECTRIC STORAGE, WET, FILLED WITH ALKALI, CORROSIVE MATERIAL, 8			PREPAID
	PALLETS - UN 2800, GNB BATTERY, ELECTRIC STORAGE, WET, NONSPILLABLE, 8			
	FOR CHEMICAL EMERGENCY CALL CHEMTREC - DAY OR NIGHT 800 - 424 - 9300			CONTAINER # VERIFIED
				SEAL ON CONT. VERIFIED
				LOCK ON CONTAINER
				SEAL ON HOUSE VERIFIED
				LOCK ON HOUSE
	R.R. ORDER NO. 4501235533			Driver is required to verify the above information and initial in each block.
	ICG001313 - ICG001314 / ICH001023			Charges Advanced:
2	SAFETRAN ORDER NUMBER: PICA10765	TOTAL WEIGHT 22,000		\$

*If the shipment moves between two ports by carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE- Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ per

SAFETRAN SYSTEMS LOUISVILLE, Shipper, Per

Print

Signature

Material listed above received in good working condition to the best of my knowledge.
Permanent post-office address of Shipper, LOUISVILLE, KENTUCKY, 40223

STRAIGHT BILL OF LADING - SHORT FORM

CARRIER: SDS

Carrier's Number: LOU 42515.249810

RECEIVED, subject to the classification and lawfully filed tariffs in effect on the date of the issue of the Bill of Lading.

SIEMENS

LOUISVILLE DIVISION
2400 Nelson Miller Parkway
Louisville, Kentucky 40223

At Louisville, KY

Date: May 25, 2016

From:

The property described below, in apparent good order, except as noted (contents and conditions of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery as said destination. If on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to TC

Destination JACKSON

State

MS

Zip

39213

Delivery Address

102 COMMERCE PARK DR.

(Mail or street address of consignee - For purposes of notification only.)

(* To be filled on only when shipper desires and governing tariffs provide for delivery threat.)

CALL 48 HOURS PRIOR TO DELIVERY: DENNIS PARKER 901-409-8577

LAKE HARBOR DR & HOLMES RD. RIDGELAND MS. CANTON 720.60 & 720.50

No. Packages	Kind of Package, Description of Articles, Special Marks, and exceptions	*Weight (Sub to Cor.)	Class or Rate	Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
	CARTONS - SEMAPHORE OR TRAIN ORDER OR RAILWAY CROSSING SIGNAL K.D.		85	
	PIECES -			
	BUNDLES -			
	PALLETS -			
1	40' CONT. (RUST) SDS1746	20,000		(Signature of Consignor) If charges are to be prepaid write or stamp here: "To be Prepaid" PREPAID
	DELIVERY DATE:			
	DELIVERY TIME:			
	CONTACT NAME			
	CONTACT NUMBER			
	- WIRED HOUSE SIZE			
	SEAL #S 1013825			
	PALLETS - UN 2784, EXIDE BATTERY WET, FILLED WITH ACID, 8			
	PALLETS - UN 2795, EDISON BATTERY, ELECTRIC STORAGE, WET, FILLED WITH ALKALI, CORROSIVE MATERIAL, 8			
	PALLETS - UN 2800, GNB BATTERY, ELECTRIC STORAGE, WET, NONSPILLABLE, 8			
	FOR CHEMICAL EMERGENCY CALL CHEMTREC - DAY OR NIGHT 800 - 424 - 9300		CONTAINER # VERIFIED	☒
			SEAL ON CONT. VERIFIED	☒
			LOCK ON CONTAINER	☒
			SEAL ON HOUSE VERIFIED	
			LOCK ON HOUSE	
	R.R. ORDER NO. 4501235533			Driver is required to verify the above information and initial in each block. Charges Advanced:
	ICG001313 - ICG001314			
1	SAFETRAN ORDER NUMBER: PICA10765	TOTAL WEIGHT 20,000		\$ _____

*If the shipment moves between two ports by carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE - Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____.

SAFETRAN SYSTEMS LOUISVILLE, Shipper, Per JD

Material listed above received in good working condition to the best of my knowledge.
Permanent post-office address of Shipper, LOUISVILLE, KENTUCKY, 40223

Print CHARLES BREWER

Signature Charles Brewer

SIEMENS

Siemens Industry Inc.
2400 Nelson Miller Parkway
Louisville, KY 40223
Telephone: (502) 618-8800
Toll Free: (800) 626-2710

Commercial
Invoice : 40466573
Date : 05242016

S CANADIAN NATIONAL
o PO BOX 8103
l MONTREAL, QC H3C 3N3
d

S CN-CN ATC SIGNAL SUPERVISOR/K.LEWIS
h KENNETH.LEWIS@CN.CA(769-208-09
i 102 COMMERCE PARK DRIVE
p JACKSON, MS 39213

T
o

T
o

Business Partner: C4306

Line	Description	Quantity	Unit	Price	cis1s2	Amount in USD
------	-------------	----------	------	-------	--------	---------------

Sales Order 110 ICB000814 Sales Order/Schedule

Customer po # : 4501235533
PICAL0765

LAST UPDATED : June. 17, 2015

Routing: Please refer to

<http://www.cn.ca/en/supplier-portal>

/supplier-portal/for routing

Instructions. For additional information related to courier services and all other modes of transportation call 514-399-5215

Terms and Conditions: please refer

to

<http://www.cn.ca/en/supplier-portal>

/supplier-portal/

PO Creator/Correspondant:

David Chen

David.chen@CN.CA

Carry Forward

0.000

Firm of assessed capability ISO 9001 2000

SIEMENS

Commercial

Page 2

Invoice : 40466573

Date : 05242016

Business Partner: C4306

Line	Description	Quantity	Unit	Price	cis	is2	Amount in USD
------	-------------	----------	------	-------	-----	-----	---------------

Carry Forward : 0.000

514-399-6293

Packing Slip No.:

1	PKG-CROSSINGMATERIAL	1.00	EA	106739.10	\$		106739.10
---	----------------------	------	----	-----------	----	--	-----------

Country of Origin:

Material for Crossing Package

Size:

0.000LB

Cust Part # : 0248889

Canton 720.60, 720.50

2	ENGINEERING SERVICES	1.00	EA	7895.27			7895.27
---	----------------------	------	----	---------	--	--	---------

Country of Origin:

Engineering Services

Size:

0.000LB

Cust Part # : 0200726

Canton 720.60, 720.50

Subtotal : 114634.37

Goods : 0.000 Tax Total : 0.000 Total : 114634.37

Please state with your payment : SLS/40466573

Please Remit to : SIEMENS INDUSTRY INC

DEPT. 3498

Carol Stream, IL 60132-3498

Firm of assessed capability ISO 9001 2000

SIEMENS

Siemens Industry, Inc.
2400 Nelson Miller Parkway
Louisville, KY 40223

QUOTATION FORM

Mr. Len Podgurny
Supply Management
CN
4th Floor 935 De La Gauchetiere St. West
Montreal, Quebec H3B 2M9

EST NO.: XP-8074-0
DATE: February 10, 2016
SHEET: 1 OF 1

FOR MATERIAL AND/OR SERVICES REQUESTED

LOCATION: CN - CROSSING PKG - LAKE HARBOR DR. & HOLMES RD. M.P. 720.60, 720.50 RIDGELAND, MS
CANTON SUB. WORK ORDER # 16-0026

** PLEASE ISSUE PURCHASE ORDER UPON APPROVAL **

This quotation is made and subject to the agreement between Canadian National Railroad and Siemens Industry, Inc.

DESCRIPTION	TOTAL PRICE
SIEMENS MATERIAL:	\$ 91,208.39
PURCHASED MATERIAL:	\$ 33,137.24
ENGINEERING:	\$ 9,364.76
SHOP WIRING:	\$ 8,634.49
CONSTRUCTION AND AIS PLANS:	\$ 288.40
CONFIGURATION MANAGEMENT:	\$ 216.30
SUB TOTAL:	\$ 142,849.58
20.00% PACKAGE INCENTIVE DISCOUNT:	\$ 114,279.66
CONTAINER CLEANOUT:	\$ 355.00
TOTAL:	\$ 114,634.66

Please submit "Purchase Order" indicating items 1, 2 and 3

- | | |
|---|--------------------|
| 1. Total price of Material, Shop Wiring and Container Usage (US Funds): | (1) \$ 106,739.10 |
| 2. Total price of Engineering, AIS Plans and Configuration Management (US Funds): | (2) \$ 7,895.57 27 |
| 3. Total price of Estimated Freight Charges (US Funds): | (3) \$ 5,290.82 |

Dedicated Freight is estimated, (prepaid and add) \$ 4,527.60 \$763.22 Roundtrip Container: Chicago

(Includes \$.50 Fuel Surcharge Per Mile)

Estimated Dedicated Flatbed Freight, (prepaid and add) \$ One-Way: Jobsite Location

Fuel surcharges are calculated as a percentage from the Department of Energy (DOE) and are subject to change.

- 1 Freight charges are calculated utilizing the following 1 Container/s 0 Flatbed Truck/s @ 1294 Miles
Siemens Industry, Inc.'s Container Usage Fee will be billed at actual usage incurred at time of release by the customer. Charges will include \$11.00 per day for container usage after the 120th day.

Freight charges are estimated on round trip mileage. Actual freight charges invoiced may differ from quotation.

- Siemens Industry, Inc. has not included cost for any item or service not expressly listed within this quotation.
- Siemens Industry, Inc. will not accept any consequential damages, liquidated damages, penalties, or delays for damages, for any of the work associated with this quote.
- F.O.B. point if other than manufacture plant: Louisville
- Anticipated Delivery: Schedule to be negotiated between CN and Siemens Industry, Inc. after receipt of purchase order.
- Quotation made by - Siemens Industry, Inc.

2400 Nelson Miller Parkway, Louisville, Kentucky 40223

Digitally signed by Jackson Michael
DN: serialNumber=200396WR,
givenName=Michael, sn=Jackson,
o=Siemens, cn=Jackson Michael
Date: 2016.02.10 15:29:17 -05'00'

SIGNED

Jackson Michael

Jack Wilson- VP, North America Sales
Siemens Industry, Inc.

cc: D. Channell
R. Lavalie

SIEMENS

Quote for:
CN - CROSSING PKG
LAKE HARBOR DR. & HOLMES RD. M.P. 720.60, 720.60
RIDGELAND, MS
CANTON SUB.

Date: 02/10/16
Est No.: XP-8074-0

ITEM	PART NUMBER	CN STK NUM.	O.E.M. NUM.	MANUFACTURE	SIEMENS MATERIAL	QTY.	CN PRICE	TOTAL
1	058400-85-83				HOUSE, 6X6 AL, CN CROSSING, AC	1.00	\$	18,075.14
2	023390-5X				BLOCK, TERMINAL 12	18.00	\$	14.51
3	023612-1X	02-00-580			BLOCK, TERMINAL 2-3/8" CENTER	8.00	\$	9.46
4	023274-501X	02-00-587			BLOCK, TERMINAL 12	11.00	\$	16.26
5	024820-1X	02-32-424			LINK, TEST 1" CENTERS W/GOLD &	5.00	\$	1.90
6	4000-44700-0000				BASIC 44700 EQUALIZERS	6.00	\$	33.47
7	8000-80271-0001	02-46-734			SEAR II, ILDD	2.00	\$	504.25
8	8000-8A288-0008	02-46-446			ARC SUPPRESSOR	4.00	\$	16.56
9	8000-80297-0002	02-48-273			SEAR II, GROUND FAULT SENSOR	1.00	\$	518.88
10	2415-0020R-0001	02-00-598			RES MTL FLX FIXED	2.00	\$	1.15
11	023275-12X	02-01-879			BLOCK, 3T-LIGP TERMINAL 12	10.00	\$	125.47
12	023275-2	02-01-881			INSULATION BLOCK FOR TERMINAL	20.00	\$	8.76
13	024620-X1				KIT, TEST LINK	74.00	\$	3.64
14	8220-80465-002C0	02-00-578			GCP 4000, 1 TK REDUNDANT	1.00	\$	20,097.79
					(1)-80481 - DUAL 2 TRK CASE			
					(1)-80488 - TRANSFER MODULE, (1)-80435 - ECU			
					MODULE, (2)-80403 - CPU2, (2)-80418 - TRACK			
					MODULE, (1)-80407 - DISPLAY UNIT, (2)-80406 - 20A XING			
					CNTR, (1)-80410 - SEAR 2I MOD			
15	9000-53457-0002				WAYSIDE, ACCESS GATEWAY	1.00	\$	1,512.26
16	9000-53105-0001	02-44-765			CONVERTER, 12VDC/12VDC	1.00	\$	1,374.00
17	400004	02-28-142			RELAY, TYPE "ST" NEUTRAL	1.00	\$	494.40
18	420000-75X				SOCKET & TEST KIT	1.00	\$	56.70
19	057883-X16				KIT, SWING RACK "ST", WALL MTG	1.00	\$	169.24
20	087000-T00287				CONTACT, TYCO FLAG RELAY	16.00	\$	3.48
21	028602-3X				RESISTOR, ADJ. 1.0 OHM	4.00	\$	40.00
22	030398-18X	02-32-107			PADLOCK, HEXAGON OR SPANNER W/	7.00	\$	27.58
23	8000-62775-1543	02-85-078			SHUNT, NARROW BAND MULTI-FREQU	2.00	\$	420.00
24	T18213				KIT, FOREMAN'S IC	1.00	\$	3,254.84
25	6000-8A342-0005	02-45-278			DC CODE ISOL UNIT	2.00	\$	1,016.27
26	035005-2X	02-00-592			U-BOLT ASSY, 5" W/HWR	4.00	\$	15.86
27	070981-X	02-48-388			WRENCH KIT, TORQUE	1.00	\$	213.71
28	036117-839-11				SIGN, DOT, EMERGENCY	4.00	\$	38.99
29	035015-X69	02-00-273			HARDWARE KIT, SIGN 5" MTG FLS	4.00	\$	38.88
30	8000-80301-0002	02-44-520			BELL, ELECTRONIC LOUD/SLOW	2.00	\$	403.26
31	070519-523X	02-48-897			MAST, S-40 5"X 14" SCH 40 CN	4.00	\$	1,022.93
32	042003-L40165	02-94-917			FLX-4000 & X-ARM 2-WAY S-40 5"	4.00	\$	1,880.51
33	076203-518X	02-13-208			SUPPORT, HIGH WIND FOR GATE AS	4.00	\$	168.01
34	070765-2528CX	02-00-593			COUNTERWEIGHT PACKAGE, 25'-32'	4.00	\$	2,317.16
35	074600-W00004A	02-48-630			GATE, MODEL S-60 W/HARDWARE	4.00	\$	4,140.16
36	076203-6				SLEEVE, EXTRUSION, GATE ARMS 1	4.00	\$	35.30
37	035200-DXD	02-41-166			SIGN, RR CROSS	4.00	\$	198.18
38	071367-4X	02-48-899			HARDWARE PKG, SIGN 5" MTG	4.00	\$	82.74
39	023830-NSTESTK1	02-00-590			KIT, NS GATE TEST LINK	4.00	\$	27.76
40	035045-503X	02-48-888			PINNACLE, 4" AND 5"	2.00	\$	15.08
								\$ 91,208.39

Note:

* The prices quoted in this quotation are in compliance with the current CN-Siemens Industry, Inc. pricing agreement.



Quote for:
CN - CROSSING PKG
LAKE HARBOR DR. & HOLMES RD. M.P. 720.80, 720.50
RIDGELAND, MS
CANTON SUB.

Date: 02/10/16
Est No.: XP-8074-0

ITEM	PART NUMBER	CN STK NUM.	O.E.M. NUM.	MANUFACTURE	PURCHASED MATERIAL	QTY.	CN PRICE	W/ 15% MARKUP	TOTAL
1	099463-T10433		099463-T10438	ANXTER	WIRE, 1C #10, GREEN, TYPE RW90	10.00	\$ 0.84	\$ 0.97	\$ 9.70
2	091769-T10712		320569	AMP	TERMINAL, PIDG, YELLOW, #10 WI	44.00	\$ 0.20	\$ 0.23	\$ 10.12
3	091769-T10707		1-331417-1	AMP	TERMINAL, H. D. SOLISTRAND, #6	8.00	\$ 0.98	\$ 1.10	\$ 8.80
4	024628-138		MN6-14R/S	PEERLESS	TERMINAL, RING, 1/4 POST, #6	16.00	\$ 0.74	\$ 0.85	\$ 13.60
5	150320-10		ELC-12/20-CVM-D	NATIONAL	CHARGER, BATT, ELC 12/20 CVM-D	1.00	\$ 475.00	\$ 546.25	\$ 546.25
6	150320-11		ELC-12/40-CVM-D	NRS	CHARGER, BATT, ELC 12/40 CVM-D	1.00	\$ 855.00	\$ 983.25	\$ 983.25
7	151152-T03856		151152-T03856	NEWARK	TRANSFORMER, SINGLE PHASE CLAS	1.00	\$ 18.12	\$ 20.84	\$ 20.84
8	T18468		HBL2321L8-2DP	GRAY	PLUG, LOCKING, 20A HBL2321	2.00	\$ 11.70	\$ 13.46	\$ 26.92
9	015000-157		88302021	GRAYBAR	FLEXIBLE CORD, 12 AWG, 300V	8.00	\$ 2.39	\$ 2.75	\$ 22.00
10	007300-1		310	ARLINGTON	3/8" FLEXIBLE CONDUIT CLAMP	5.00	\$ 0.15	\$ 0.17	\$ 1.02
11	210756-1		ETSP2-30-50	ERICO	ARRESTER, LOW VOLTAGE, ERICO	60.00	\$ 39.16	\$ 45.03	\$ 2,701.80
12	999407-T10451		999407-T10451	POSTE	BOOK, SITE LOG, CN	1.00	\$ 19.20	\$ 22.08	\$ 22.08
13	097000-T00004		320571	TYCO	TERMINAL, RING TONGUE PIDG AMP	4.00	\$ 0.13	\$ 0.15	\$ 0.60
14	T17869		PRD-11DGO-12	TYCO	RELAY, POWER, DPDT 12VDC	1.00	\$ 38.25	\$ 44.09	\$ 44.09
15	T16908		KUP-14A15-240	VOLT	RELAY, N.V., P&B, 240 VAC	1.00	\$ 12.75	\$ 14.66	\$ 14.66
16	053222-T09797		27E121	POTTER/DUMFIELD	KIT, SOCKET, RELAY P&B 27E121	1.00	\$ 8.25	\$ 9.49	\$ 9.49
17	053222-T09795		20C	HO11LR/BNUMFIELD	CLIP, HOLD DOWN RELAY, P&B 20C	2.00	\$ 0.40	\$ 0.53	\$ 1.06
18	044528-KITS		044528-KITS	SIEMENS	KIT, BOX ASSY W/10404 TT	1.00	\$ 80.23	\$ 92.26	\$ 92.26
19	T18464-1		88132623	GRAYBAR	COVER, LEXAN, 8X8 HOTTMAN	1.00	\$ 10.45	\$ 12.02	\$ 12.02
20	097000-T00299		35111	AMP	TERMINAL, RING 5/16 AMP# 35111	4.00	\$ 0.26	\$ 0.30	\$ 1.20
21	007392		6623	REGAL	CLAMP, 3/8 ROMEX	1.00	\$ 0.23	\$ 0.25	\$ 0.25
22	459999-T00017		459999-T00017	GRAYBAR	WIRE, 1C #12 INSULATED, GREEN	10.00	\$ 0.12	\$ 0.14	\$ 1.40
23	051000-CN-X-TT		051000-CN-X-TT	SIEMENS	HARNESS, ASSY. FOR CN HOUSE	1.00	\$ 1,120.00	\$ 1,288.00	\$ 1,288.00
24	098056-T01533		152-11-3032	OKONITE	WIRE, #16 OKONITE T.C.BLUE	475.00	\$ 0.14	\$ 0.16	\$ 108.00
25	051000-CN-X-2T		051000-CN-X-2T	SIEMENS	CN WIRING HARNESS SEAR 2T	1.00	\$ 42.00	\$ 48.30	\$ 48.30
26	051000-CN-X-0005		051000-CN-X-0005	SIEMENS	KIT, CN TYP. 6X5 HOUSE PANDUIT	1.00	\$ 162.00	\$ 186.30	\$ 186.30
27	051000-CN-X-0007		051000-CN-X-0007	SIEMENS	KIT, CN TYP. 6X5 HOUSE PANDUIT	1.00	\$ 43.00	\$ 49.45	\$ 49.45
28	T17556		321045	TYCO	TERMINAL #16 EPR,COLOR BLUE	36.00	\$ 0.20	\$ 0.23	\$ 8.28
29	015000-128		5019170090	WEIDMULL	FERRULE, 14 AWG, BLUE	4.00	\$ 0.04	\$ 0.05	\$ 0.20
30	Z801-02183-0C00	02-46-310	Z801-02193-0090	NEWARK	BATTERY LITHIUM	1.00	\$ 7.16	\$ 8.23	\$ 8.23
31	45137-1-T11284		SGD-22759/16-14	AE PETSC	WIRE, #14 AWG, FLEX-TEFZEL #S	5.00	\$ 0.20	\$ 0.23	\$ 1.15
32	Z927-00248-0C00		2177693	CDW	2GB USB2.0	1.00	\$ 3.28	\$ 3.77	\$ 3.77
33	038050-28		GX440	CDW	MODEM, GX450 AIRLINK, CN	1.00	\$ 719.68	\$ 827.63	\$ 827.63
34	038050-29		1202404	AIR LINK	BRACKET FOR MODEM, AIRLINK	1.00	\$ 23.41	\$ 26.92	\$ 26.92
35	Z706-00262-0C00		Z706-00262-0090	BLACK BO	CABLE ASSY CAT5	1.00	\$ 12.11	\$ 13.93	\$ 13.93
36	090556-T01379		152-11-3038	OKONITE	WIRE, #10 OKONITE T.C.BLUE #11	500.00	\$ 0.30	\$ 0.35	\$ 175.00
37	112152-T00241		112152-T00241	GRAYBAR	ROD, GROUND 3/4" X 10'	8.00	\$ 29.50	\$ 33.93	\$ 271.44
38	112026-T01660		5BNX1181L	ERICO	CONNECTION, 1SHOT CADWELD #5BN	16.00	\$ 13.50	\$ 15.53	\$ 248.48
39	090152-T00119		090152-T00119	GRAYBAR	WIRE, #6 STRANDED, BARE	120.00	\$ 0.60	\$ 0.69	\$ 82.80
40	111480-T10452		CSC1024	COMM-SIG	BOOTLEG, PEDASTAL, PVC, W/CAP,	2.00	\$ 72.50	\$ 83.38	\$ 166.76
41	090026-T08751		A2307J	ERICO	SLEEVE, 3/16" X 3/16" ERICO SB	8.00	\$ 1.07	\$ 1.23	\$ 0.84
42	098031-T10511		569-009-159	GENERAL RUBBER	HOSE, RUBBER, 5/8", RED	100.00	\$ 0.70	\$ 0.81	\$ 81.00
43	116028-T01095		SDC6M/CUL	ERICO	BONDSTRAND, ERICO 3/16" INSULA	140.00	\$ 0.98	\$ 1.10	\$ 154.00
44	098026-T05937		SBA2468	ERICO	CLIP, RETAINING, ERICO A2468	16.00	\$ 1.79	\$ 2.06	\$ 32.96
45	400999-T00307		400999-T00307	GRAYBAR	CABLE REEL, 30"X22" X 14" X5/8	4.00	\$ 38.16	\$ 43.88	\$ 175.52
46	090483-T10456		090483-T10456	NEKANS	CABLE, 2C #6 TW, TYPE CP-100,	400.00	\$ 1.42	\$ 1.63	\$ 552.00
47	090483-T10456		3C-#6TECK	ANXTER	CABLE, 3C #6 TECK 90, CN STOCK	150.00	\$ 2.79	\$ 3.21	\$ 481.50
48	085223-1		QW-375	TECVALCO	POST MARKER WHITE 66IN W/ 1 AN	7.00	\$ 16.42	\$ 18.88	\$ 132.18
49	999394-T10537		999394-T10537	IN STOCK NOW	TAPE, MARKING TRENCH, READS: C	1.00	\$ 67.14	\$ 77.21	\$ 77.21
50	171023-9		SPL340	ALCAD	BATTERY, NI-CAD SPL340, 9	1.00	\$ 2,067.50	\$ 2,377.63	\$ 2,377.63
51	171486-1		171486-1	ALCAD	BATTERY LUG ASSY KIT	2.00	\$ 33.50	\$ 38.53	\$ 77.06
52	021500-360		IRS-SEBA	INTERRAI	ENCLOSURE, SHUNT & COUPLER CN	2.00	\$ 475.00	\$ 546.25	\$ 1,092.50
53	112152-2		53212	GARINGER	GROUND ROD W/ COVER	4.00	\$ 20.00	\$ 23.00	\$ 92.00



Quote for:
CN - CROSSING PKG
LAKE HARBOR DR. & HOLMES RD. M.P. 720.50, 720.80
RUGGELAND, MS
CANTON SUB.

Date: 02/10/18
Est No.: XP-8074-0

54	840000-SIGNS	540000-SIGNS	RAILWAY	STENCIL, CN HOUSE	1.00	\$	23.00	\$	25.30	\$	25.30
55	T12481	T12481	NEXANS	CABLE, 16C (7#8,9#14) TYPE CP-	800.00	\$	4.52	\$	5.20	\$	4,180.00
88	330027-T3832A	DPS-2	DIXIE PRECAST	FOUNDATION, CONCRETE DPS-2 .4'	4.00	\$	480.00	\$	628.00	\$	2,116.00
57	170123-11	SPL250	ALCAD	BATTERY, NI-CAD SPL250, 11	1.00	\$	1,876.00	\$	2,167.40	\$	2,167.40
58	T17034	WC928-33	RAILWAY	GATEARM, 18'-32' BZ-GATE COMBO	4.00	\$	589.00	\$	854.35	\$	2,617.40
59	280078-T11183	3885-360-A	WCH	BRACKET, GATE MECH SUPPORT, F	4.00	\$	98.20	\$	112.93	\$	451.72
60	076228-1CN	WCH#D-1074	WESTERN-	GATE KEEPER, WESTERN CULLEN CN	4.00	\$	1,889.00	\$	1,949.25	\$	7,797.00
61	074039-24X-IC-1	074039-24X-IC-1	PEERLESS	KIT, 8-60 WIRE HARNESS W/BELL	2.00	\$	115.00	\$	132.25	\$	284.50
62	074039-24X-IC-2	074039-24X-IC-2	PEERLESS	KIT, 8-60 WIRE HARNESS WO BELL	2.00	\$	82.00	\$	105.80	\$	211.80
										\$	33,137.24

Note:
* These prices are in line with Siemens Industry, Inc. - CN contract and mark up agreements.

SIEMENS

Quote for:
CN - CROSSING PKG
LAKE HARBOR DR. & HOLMES RD, M.P. 720.60, 720.60
RIDGELAND, MS
CANTON SUB.

Date: 02/10/16
 Est No.: XP-8074-0

LABOR SERVICES

<u>ENGINEERING AND PLAN PREPARATION</u>			
	HRS	RATE	TOTAL
<u>SENIOR ENGINEER</u>			
PLAN DETAILED DESIGN CHECK	18.00	\$123.60	\$ 2,224.80
VITAL SOFTWARE CHECK	4.00	\$123.60	\$ 494.40
<u>PRELIMINARY ENGINEERING</u>			
PRELIMINARY ENGINEERING	12.00	\$123.60	\$ 1,483.20
<u>ENGINEER</u>			
PLAN DETAILED DESIGN / SOFTWARE	28.00	\$91.67	\$ 2,383.42
BOM CHECK	1.00	\$91.67	\$ 91.67
TAG CHECK	1.00	\$91.67	\$ 91.67
<u>TECHNICIAN</u>			
PLAN DETAIL DESIGN & DETAIL CHECK, DRAFTING	30.00	\$72.10	\$ 2,163.00
BOM CREATION	1.00	\$72.10	\$ 72.10
TAG CREATION	1.00	\$72.10	\$ 72.10
REPROGRAPHICS	3.00	\$72.10	\$ 216.30
PLAN WORK - AS WIRED, AND AS SHIPPED	1.00	\$72.10	\$ 72.10
	<u>98.00</u>		<u>\$ 8,364.76</u>

<u>SHOP WIRING</u>			
	HRS	RATE	TOTAL
SHOP ASSEMBLY / WIRING	68.00	\$85.49	\$ 5,842.34
SHOP CONTINUITY AND HOT TESTING	13.00	\$85.49	\$ 1,111.37
HIGHWAY WARNING DEVICE (HWD) ASSEMBLY	12.00	\$85.49	\$ 1,025.88
SHIPPING / PACKING	10.00	\$85.49	\$ 854.90
	<u>101.00</u>		<u>\$ 8,834.49</u>

<u>ENGINEERING SERVICES</u>			
CONSTRUCTION AND AIS PLANS			\$ 288.40

<u>ADMIN</u>			
CONFIGURATION MANAGEMENT			\$ 216.30

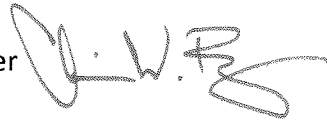
SIEMENS MATERIAL:	\$ 91,208.39
PURCHASED MATERIAL:	\$ 33,137.24
ENGINEERING:	\$ 9,384.76
SHOP WIRING:	\$ 8,634.49
CONSTRUCTION AND AIS PLANS:	\$ 288.40
CONFIGURATION MANAGEMENT:	\$ 216.30
SUB TOTAL:	\$ 142,849.58
WITH 20.00% PACKAGE INCENTIVE DISCOUNT:	\$ 114,279.66
CONTAINER USAGE:	\$ 355.00
SUB TOTAL:	\$ 114,634.66
ESTIMATED FREIGHT:	\$ 4,527.00
\$0.69 FUEL SURCHARGE PER MILE:	\$ 763.22
GRAND TOTAL:	\$ 119,925.48



public works

MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer 

DATE: May 31, 2017

RE: **CONSTRUCTION ENGINEERING & INSPECTION (CE&I)
PROFESSIONAL SERVICES CONTRACT**
Lake Harbour Drive Extension, Phase "A"
Canadian National Railroad Box Culvert Replacement
Project No. HPP-8323-00(004) LPA/104859-801200
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve the attached Professional Services Contract for Construction Engineering & Inspection services between the City of Ridgeland and Waggoner Engineering, Inc. for the referenced project in an amount up to \$318,840.49, pending MDOT Concurrence. Also enclosed you will find a resolution for your consideration and approval which approves the subject Contract and authorizes the Mayor as the Project Official with authority to execute all documents concerning the project.

Upon your approval, the Mayor needs to sign the Contract and Resolution where indicated, and return to Public Works for distribution. The Notice to Proceed for this Contract will not begin until the date of FHWA/MDOT concurrence in the award of the construction contract. The Contract states that services provided within this Contract must be completed within 60-days after the final inspection.

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: John M. McCollum, Public Works Director

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601 853 2027 • fax: 601 853 2019 • www.ridgelandms.org

Gene F. McGee, cmo • mayor • John M. McCollum • director of public works

board of aldermen: D. J. Smith • at-large • Ken Heard, cmo, mayor pro tempore • ward 1 • Chuck Gautier • ward 2
Kevin Holder, cmo • ward 3 • Brian P. Ramsey, cmo • ward 4 • Scott Jones, cmo • ward 5 • Wesley Hamlin, cmo • ward 6

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

***Lake Harbour Drive Extension Box Culvert Under Railroad
Project No. HPP-8323-00(007)/104859-801200
Madison County***

THIS CONTRACT, is made and entered into by and between the City of Ridgeland, Mississippi, a body politic of the State of Mississippi (the "LPA"), and, Waggoner Engineering, Inc. (the "CONSULTANT"), a , duly registered to do business in the State of Mississippi, whose address for mailing is 143-A LeFleurs Square, Jackson, Mississippi 39211, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction **Engineering** services for the replacement of a double box bridge under the Canadian National Illinois Central Railroad, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform **Engineering** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all **Engineering** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *Engineering* services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *Engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Madison County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Madison, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging

and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Gene F. McGee
City of Ridgeland, Mississippi
304 Highway 51
Ridgeland, Mississippi 39157
Phone: 601-853-2027
Fax: 601-853-2019
Gene.McGee@Ridgelandms.org

For Technical Matters:

Chris Bryson, P.E.
City of Ridgeland, Mississippi
304 Highway 51
Ridgeland, Mississippi 39157
Phone: 601-853-2027
Fax: 601-853-2019
Chris.Bryson@ridgelandms.org

CONSULTANT:

For Contractual Matters:

Hunter Arnold, P.E.
Waggoner Engineering, Inc.
143-A LeFleurs Square
Jackson, Mississippi 39211
Phone: 601-355-9526
Fax: 601-352-3945
Hunter.Arnold@waggonereng.com

For Technical Matters:

Chad Edwards, P.E.
Waggoner Engineering, Inc.
143-A LeFleurs Square
Jackson, Mississippi 39211
Phone: 601-355-9526
Fax: 601-352-3945
Chad.Edwards@waggonereng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #11076

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.#19733

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

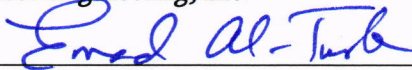
WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

City of Ridgeland, Mississippi

Gene F. McGee, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

Waggoner Engineering, Inc.

BY: 
Emad Al-Turk, P.E., President

ATTEST: _____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

**RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF RIDGELAND, MISSISSIPPI APPROVING
CONTRACT AND AUTHORIZING THE MAYOR OF THE CITY OF RIDGELAND TO SIGN ON BEHALF OF THE
CITY OF RIDGELAND, MISSISSIPPI**

WHEREAS, the City of Ridgeland, Mississippi proposes to construct Lake Harbour Drive Extension, Phase A Box Culvert, Project No. HPP-8323-00(007)/104859-801200 in the City of Ridgeland, Mississippi;

and,

WHEREAS, the City of Ridgeland, Mississippi has agreed that Waggoner Engineering, Inc shall serve as consultant on this contract to provide construction engineering and inspection services; and,

WHEREAS, the form of the contract approved by the Mississippi Department of Transportation requires the City of Ridgeland, Mississippi to authorize an official to sign on behalf of the City and said authorization to be attached thereto.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Alderman of the City of Ridgeland, Mississippi to enter into the Construction Engineering and Inspection Services Contract with Waggoner Engineering, Inc for the construct Lake Harbour Drive Extension, Phase A Box Culvert, Project No. HPP-8323-00(007)/104859-801200; and,

BE IT FUTHER RESOLVED that the Mayor of the City of Ridgeland is hereby authorized to be the Official of the City of Ridgeland with the authority to execute all documents concerning the construction of Lake Harbour Drive Extension, Phase A Box Culvert, including the Construction Engineering and Inspection Services Contract with Waggoner Engineering, Inc.

SO RESOLVED, this the ____ day of June, 2017.

CITY OF RIDGELAND, MISSISSIPPI

Gene McGee, Mayor

Attes:

_____ Paula Tierce, City Clerk

UNANIMOUS CONSENT TO ACTION
BY THE DIRECTORS OF
WAGGONER ENGINEERING, INC.

The undersigned, being all the Directors of Waggoner Engineering, Inc., a Mississippi corporation (the "Corporation"), do hereby, pursuant to Section 79-4-8.21 of the Mississippi Business Corporation Act, consent to the following resolutions adopted in the name of and on the behalf of the Corporation, without the necessity of a formal meeting of the Directors of the Corporation, and in lieu thereof.

WHEREAS, the Corporation desires to authorize its officers to sign and deliver to clients and customers agreements for the performance of work by and on behalf of the Corporation, without further action or ratification by the board of Directors; and

WHEREAS, the Directors of the Corporation believe it is in the best interests of the Corporation to grant such authority to the officers of the Corporation;

NOW, THEREFORE, BE IT RESOLVED,

1. Each of the following officers of the Corporation shall be, and hereby is, authorized to execute and enter into contracts on behalf of the Corporation for the performance of any and all engineering, surveying, and other work of a type routinely performed by the Corporation:

Joe A. Waggoner – Chairman/Chief Client Relations Officer

Emad Al-Turk – President

Hunter Arnold – Vice President of Operations, Central Region

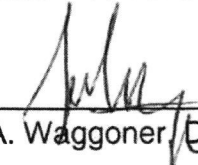
Anthony Brister – Vice President of Operations, Southern Region

Tracy M. Huffman – Vice President of Operations, Northern Region

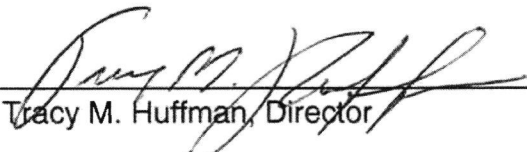
2. Each of the authorized officers of the Corporation shall be, and hereby is, authorized and directed to execute on behalf of the Corporation any documents and to take such actions as he may deem necessary or advisable in furtherance of the resolutions adopted hereby, the execution or taking thereof by an authorized officer of the Corporation to be conclusive evidence of approval and authorization of each of such documents and each of such actions by the Corporation.
3. All actions heretofore taken by the Corporation in furtherance of the resolutions adopted hereby shall be, and hereby, ratified, affirmed and approved in all respects.
4. This Unanimous Consent to Action shall serve in lieu of a meeting of the Board of Directors of the Corporation.

The undersigned, being all the Directors of Waggoner Engineering, Inc., do hereby waive any notice of the time, place and purposes of a meeting of the Directors of the Corporation which may have otherwise been required by the Mississippi Business Corporation Act to transact the business described above and do hereby ratify, approve and affirm all actions which are noted in the foregoing and the resolutions adopted herein, this Unanimous Consent to Action having been executed on the date(s) indicated below. The Secretary of the Corporation shall be, and hereby is, authorized and directed to file this Unanimous consent in the Minute Book of the Corporation.

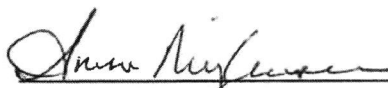
Date: 11/2/2016


Joe A. Waggoner, Director & Chairman

Date: 11/8/2016


Tracy M. Huffman, Director

Date: 11/8/2016


Anne Miglarese, Director

Date: 11/8/2016

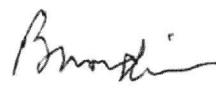

Bertil Nordin, Director

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **Engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **Engineering** services shall consist of all **Engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineer** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

E. Being that there are several factors that are not in control of the CONSULTANT a Supplemental Agreement may be requested. Due to the nature of this construction project the schedule could be adjusted beyond the expected length of this contract. The CNICRR has authority to start or stop work on the railroad right of way, Nisan can also contribute to the limiting of the dates available for the work to begin on the railroad and also the weather can be limiting.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER*.

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer's** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer** :

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer** :

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$ 279,482.16** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours 2017

PERSONAL NAME	LABOR CLASSIFICATION	Loaded Rate
Hunter Arnold, P.E.	Principal	243.48
David Williams, P.E.	Project Manager	162.42
Steve McMahan, P.E.	Sr. Project Engineer	147.19
Chad Edwards, P.E.	Assistant Project Engineer	149.39
	Construction Rep I	105.50
	Construction Rep I OT	121.13
	Construction Rep II	121.84
	Construction Rep II OT	139.89
	Senior Designer	97.50
	Administrative Assistant II	79.27
	Group Manager Surveying	168.02
	Survey Party Chief	94.53
	Instrument Man	65.83
	Rod Man	

Table 2: Rate Schedule for Labor Hours 2018

PERSONAL NAME	LABOR CLASSIFICATION	Loaded Rate
Hunter Arnold, P.E.	Principal	249.56
David Williams, P.E.	Project Manager	166.47
Steve McMahan, P.E.	Sr. Project Engineer	148.61
Chad Edwards, P.E.	Assistant Project Engineer	153.14
	Construction Rep I	108.13
	Construction Rep I OT	124.15
	Construction Rep II	124.88
	Construction Rep II OT	143.37
	Senior Designer	99.93
	Administrative Assistant II	81.26
	Group Manager Surveying	172.21
	Survey Party Chief	96.89
	Instrument Man	67.49
	Rod Man	

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 279,482.16 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$212,371.48	\$2,226.00	\$64,884.68	\$279,482.16

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000

PERIOD , 20 THROUGH , 20

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED , 20 , AS RELATES TO

PROJECT NO. - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 30th day of May, 2017.

Waggoner Engineering, Inc.

BY: *Hunter T. Arnold*
Hunter Arnold, P.E., Vice-President

ATTEST: *Cynthia Fleming*

My Commission Expires:

Cynthia D. Crotchet

Notary



EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20__.

City of Ridgeland, Mississippi

Gene F. McGee, Mayor
City of Ridgeland, Mississippi

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

152694

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Hunter T. Arnold

Authorized Officer or Agent

5/30/17
Date

Hunter Arnold, P.E.

Printed Name of Authorized Officer or Agent

Vice-President, Waggoner Engineering, Inc.

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 30th day of May 2017.

Cynthia D. Crotchett
NOTARY PUBLIC

My Commission Expires: 5/27/20



* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

**Lake Harbour Drive
Box Culvert Under CNIC Railroad**

**Prepared for:
*Mississippi Department of Transportation***

**Project Number:
HPP-8323-00(007)/104859-801200
City of Ridgeland, MS**

Prepared by: Waggoner Engineering, Inc.

Date Submitted:
Date Revised:

Cost Summary

Lake Harbour Drive Box Culvert Under CNIC Railroad

Construction Engineering & Inspection Services

Waggoner Engineering, Inc.

Labor Costs

CE&I Services	\$	212,371.48
---------------	----	------------

Direct Costs

CE&I Services	\$	2,226.00
---------------	----	----------

Subtotal	Waggoner Engineering, Inc.	\$	214,597.48
----------	----------------------------	----	------------

N. Montgomery Dodson Jr.

Labor Costs

CE&I Services	\$	12,448.80
---------------	----	-----------

Direct Costs

CE&I Services	\$	-
---------------	----	---

Subtotal Cost	N. Montgomery Dodson Jr.	\$	12,448.80
---------------	--------------------------	----	-----------

Burns Cooley Dennis

Labor Costs

Testing Services	\$	45,775.88
------------------	----	-----------

Direct Costs

CE&I Services	\$	6,660.00
---------------	----	----------

Subtotal Cost	Burns Cooley Dennis	\$	52,435.88
---------------	---------------------	----	-----------

PROJECT TOTAL COSTS	\$	279,482.16
---------------------	----	------------

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

2017 BILLING RATE TABLE

Waggoner Engineering, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	201.43% %
Field Overhead Rate ²	201.43% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 72.12	\$ 145.27	\$ 26.09	\$ 243.48
Project Manager	\$ 48.11	\$ 96.91	\$ 17.40	\$ 162.42
Sr. Project Engineer	\$ 43.60	\$ 87.82	\$ 15.77	\$ 147.19
Asst. Project Engineer	\$ 44.25	\$ 89.13	\$ 16.01	\$ 149.39
Construction Rep I	\$ 31.25	\$ 62.95	\$ 11.30	\$ 105.50
Construction Rep II	\$ 36.09	\$ 72.70	\$ 13.05	\$ 121.84
Senior Designer	\$ 28.88	\$ 58.17	\$ 10.45	\$ 97.50
Administrative Assistant II	\$ 23.48	\$ 47.30	\$ 8.49	\$ 79.27
Group Manager Surveying	\$ 49.77	\$ 100.25	\$ 18.00	\$ 168.02
Survey Party Chief	\$ 28.00	\$ 56.40	\$ 10.13	\$ 94.53
Instrument Man	\$ 19.50	\$ 39.28	\$ 7.05	\$ 65.83
Rod Man		\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Construction Rep I	\$ 31.25	\$ 62.95	\$ 11.30	\$ 121.13
Construction Rep II	\$ 36.09	\$ 72.70	\$ 13.05	\$ 139.89
{additional classifications}		\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2017 HOUR DISTRIBUTION / LABOR COSTS

Waggoner Engineering, Inc.
Construction Engineering & Inspection Services

HPP-8323-00(007)/104859-801200

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Principal									1	1	1	1		4	\$ 243.48	\$ 973.92
Project Manager									8	8	8	8		32	\$ 162.42	\$ 5,197.44
Sr. Project Engineer									40	40	40	25		145	\$ 147.19	\$ 21,342.55
Asst. Project Engineer									10	10	10	8		38	\$ 147.19	\$ 5,593.22
Construction Rep I									10	20				30	\$ 105.50	\$ 3,165.00
Construction Rep II									10	140	120	70		340	\$ 121.84	\$ 41,425.60
Senior Designer									8	8	4	4		24	\$ 149.39	\$ 3,585.36
Administrative Assistant II									10	10	10	10		40	\$ 121.84	\$ 4,873.60
Group Manager Surveying									15	4	4	4		27	\$ 97.50	\$ 2,632.50
Survey Party Chief										8	8	8		24	\$ 97.50	\$ 2,340.00
Instrument Man										8	8	8		24	\$ 168.02	\$ 4,032.48
Rod Man										8	8	8		24	\$ 94.53	\$ 2,268.72

Labor Subtotal (Regular) \$ 97,430.39

HPP-8323-00(007)/104859-801200

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Construction Rep I													0	0	\$ 121.13	\$ -
Construction Rep II										40	20	10	0	70	\$ 139.89	\$ 9,791.98
{additional classifications}													0	0	\$ -	\$ -

Labor Subtotal (Overtime) \$ 9,791.98

CONTRACTOR's Project Completion Time: 75 Productive Days
Construction Cost Estimate:

2018 BILLING RATE TABLE

Waggoner Engineering, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	201.43% %
Field Overhead Rate ²	201.43% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 73.92	\$ 148.90	\$ 26.74	\$ 249.56
Project Manager	\$ 49.31	\$ 99.33	\$ 17.84	\$ 166.47
Sr. Project Engineer	\$ 44.02	\$ 88.67	\$ 15.92	\$ 148.61
Asst. Project Engineer	\$ 45.36	\$ 91.37	\$ 16.41	\$ 153.14
Construction Rep I	\$ 32.03	\$ 64.52	\$ 11.59	\$ 108.13
Construction Rep II	\$ 36.99	\$ 74.51	\$ 13.38	\$ 124.88
Senior Designer	\$ 29.60	\$ 59.62	\$ 10.71	\$ 99.93
Administrative Assistant II	\$ 24.07	\$ 48.48	\$ 8.71	\$ 81.26
Group Manager Surveying	\$ 51.01	\$ 102.75	\$ 18.45	\$ 172.21
Survey Party Chief	\$ 28.70	\$ 57.81	\$ 10.38	\$ 96.89
Instrument Man	\$ 19.99	\$ 40.27	\$ 7.23	\$ 67.49
Rod Man		\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Construction Rep 1	\$ 32.03	\$ 64.52	\$ 11.59	\$ 124.15
Construction Rep II	\$ 36.99	\$ 74.51	\$ 13.38	\$ 143.37
{additional classifications}		\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2018 HOUR DISTRIBUTION / LABOR COSTS

Waggoner Engineering, Inc.
Construction Engineering & Inspection Services

HPP-8323-00(007)/104859-801200

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Principal	1	1	1										3	\$ 249.56	\$	748.68
Project Manager	8	8	8	8	8								40	\$ 166.47	\$	6,658.80
Sr. Project Engineer	40	40	40	40	40								200	\$ 148.61	\$	29,722.00
Asst. Project Engineer	8	10	10	20	20								68	\$ 153.14	\$	10,413.52
Construction Rep I	10	10											20	\$ 108.13	\$	2,162.60
Construction Rep II	120	80	40	40	40								320	\$ 124.88	\$	39,961.60
Senior Designer													0	\$ 99.93	\$	-
Administrative Assistant II	10	10	10	10	20								60	\$ 81.26	\$	4,875.60
Group Manager Surveying		4											4	\$ 172.21	\$	688.84
Survey Party Chief		8											8	\$ 96.89	\$	775.12
Instrument Man		8											8	\$ 67.49	\$	539.92
Rod Man		8											8	\$ -	\$	-

Labor Subtotal (Regular) \$ 96,546.68

HPP-8323-00(007)/104859-801200

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Construction Rep I													0	0	\$ 124.15	\$ -
Construction Rep II	40	20											0	60	\$ 143.37	\$ 8,602.43
{additional classifications}													0	0	\$ -	\$ -

Labor Subtotal (Overtime) \$ 8,602.43

CONTRACTOR's Project Completion Time: 75 Productive Days
Construction Cost Estimate:

DIRECT COSTS *****
Waggoner Engineering, Inc.
Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Sr. Project Engineer			\$ 583.00			\$ 583.00
Asst. Project Engineer			\$ 583.00			\$ 583.00
Construction Rep I			\$ 212.00			\$ 212.00
Construction Rep II			\$ 795.00			\$ 795.00
Senior Designer						\$ -
Survey Party Chief			\$ 53.00			\$ 53.00
TOTAL						\$ 2,226.00

***** Provide detail for breakdown of Direct Costs

Sr. Project Engineer-55 days at 20 miles per day X 0.53= \$583.00

Assistant Project Engineer-55 days at 20 miles per day X 0.53= \$583.00

Construction Representative I-20 days at 20 miles per day X 0.53= \$212.00

Construction Representative II-75 days at 20 miles per day X 0.53= \$795.00

BILLING RATE TABLE

N. Montgomery Dodson Jr.

Construction Engineering & Inspection Services

Home Overhead Rate ²	137.50%	%
Field Overhead Rate ²	137.50%	%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 65.00	\$ 89.38	\$ 18.53	\$ 172.90
Project Manager		\$ -	\$ -	\$ -
Project Engineer		\$ -	\$ -	\$ -
Inspector I		\$ -	\$ -	\$ -
Inspector II		\$ -	\$ -	\$ -
Administrative Assistant		\$ -	\$ -	\$ -
{additional classifications}		\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector I		\$ -	\$ -	\$ -
Inspector II		\$ -	\$ -	\$ -
{additional classifications}		\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS

N. Montgomery Dodson Jr.
Construction Engineering & Inspection Services

HPP-8323-00(007)/104859-801200

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Principal									20	44	8		3	72	\$ 172.90	\$ 12,448.80
													0	0		
													0	0		
													0	0		
													0	0		
													0	0		
													0	0		

Labor Subtotal (Regular) \$ 12,448.80

HPP-8323-00(007)/104859-801200

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
													0	0		
													0	0		
													0	0		

Labor Subtotal (Overtime) \$ -

DIRECT COSTS ****
N. Montgomery Dodson Jr.
Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
#REF!						\$ -
#REF!						\$ -
#REF!						\$ -
#REF!						\$ -
#REF!						\$ -
#REF!						\$ -
#REF!						\$ -
TOTAL						\$ -

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$50 per night

50 miles at \$.565 per mile

6 days meals of \$36

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name

MDOT Project No.

Testing Firm Name- Burns Cooley Dennis

MDOT District Material Engineer Approval Date for the S&T Report

Overhead Rate

171.030%

Profit

12.000%

Classification	Raw Wage Rate	Audited OH Rate	Profit	Regular Billing Rate
Sr. Project Manager	\$ -	\$ -	\$ -	\$ -
Project Manager	\$ 80.00	\$ 136.82	\$ 26.02	\$ 242.84
Project Engineer	\$ 45.00	\$ 76.96	\$ 14.64	\$ 136.60
Admin. Assistant	\$ 20.00	\$ 34.21	\$ 6.50	\$ 60.71
Technician	\$ 25.00	\$ 42.76	\$ 8.13	\$ 75.89
Sr. Field Insp.	\$ -	\$ -	\$ -	\$ -

LABOR COSTS

	Hours	Regular Billing Rate	Total
Sr. Project Manager	0	\$ -	\$ -
Project Manager	20	\$ 242.84	\$ 4,856.86
Project Engineer	84	\$ 136.60	\$ 11,474.33
Admin. Assistant	80	\$ 60.71	\$ 4,856.86
Technician	324	\$ 75.89	\$ 24,587.84
Sr. Field Insp.	0	\$ -	\$ -

SUBTOTAL - LABOR COSTS

508 \$ 45,775.88

FIELD AND LABORATORY

	Quantity	Unit	Unit Cost	Total Cost
Field Equip. Mob/Demob - Geotech - Districts 1, 2, 6 & 7	0	Mile	\$ -	\$ -
Field Equip. Mob/Demob - Geotech - Districts 3 & 5	0	Mile	\$ -	\$ -
Drilling on Land, Auger Sampling for Profile	0	Feet	\$ -	\$ -
Drilling on Land, 0-10' (Hand Auger); 0-70' (Geotechnical)	0	Feet	\$ -	\$ -
Compressive Strength (T-22)	75	Each	\$ 25.00	\$ 1,875.00
Standard Proctor (MT-8)	5	Each	\$ 225.00	\$ 1,125.00
Nuclear Density Tests (T312)	100	Each	\$ 25.00	\$ 2,500.00
Atterberg Limits T 89 and T 90	4	Each	\$ 60.00	\$ 240.00
Gradation ((T311)	3	Each	\$ 180.00	\$ 540.00
% Finer Than the No. 200 Sieve T 11	4	Each	\$ 45.00	\$ 180.00
Shrinkage Factors of Soils (Volume Change) T 92	4	Each	\$ 50.00	\$ 200.00
pH of Soils MT-30	0	Each	\$ -	\$ -
Soil Resistivity MT-47	0	Each	\$ -	\$ -
Grain Size Analyses(+ #200) T 88	0	Each	\$ -	\$ -
Soluble Sulfate Ion in Soils and Water MT-58	0	Each	\$ -	\$ -
Other				

SUB-TOTAL - FIELD AND LABORATORY

\$ 6,660.00

EXPENSE ITEMS

	Quantity	Unit	Rate	Total Cost
Automobile Travel		Miles	\$ -	\$ -

SUB-TOTAL - EXPENSE ITEMS

\$ -

TOTAL PROPOSED FEE**\$52,435.88**

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE INFORMATIONAL PURPOSES ONLY. THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL

THE ACTUAL WORKING DAY TOTAL AS ASSIGNED BY THE PROJECT ENGINEER ON FORM CSD-702 SHALL GOVERN.

EVERYTHING ABOVE THIS ROW IS REQUIRED TO BE SUBMITTED AND APPROVED AS PART OF THE PRELIMINARY ENGINEERING CONTRACT. EVERYTHING BELOW THIS ROW SHOULD BE ADDED TO THE APPROVED PROGRESS SCHEDULE AS PART OF THE CE&I CONTRACT.



May 30, 2017

MEMO

To: Mayor & Board of Aldermen

From: Chris Chance, CPRP, CRSS 
Director of Recreation & Parks

Re: Approve of Entertainment Contracts for Celebrate America Balloon Glow

I am requesting approval of the attached contract for Joe Diffie to perform at the Celebrate America Balloon Glow on June 30. Also attached are notes from the City Attorney John Scanlon concerning his review of the contracts. Below I will address some of the items John mentions.

- With regard to the provision regarding music royalties in the contract, Ridgeland Recreation & Parks is a member of BMI and ASCAP, which covers the performance of both live and recorded music at all of our events.
- Provisions in the contract dealing with our providing insurance and Workmen's Compensation coverage have been removed, with our providing coverage as required by law in their stead.
- The indemnity/hold harmless provision has been removed.
- The "force majeure event" clause is pretty standard, and we would not be able to get any artist to perform without this clause in place. It has never been an issue; it is in the artist's best interest to perform if at all possible rather than disappoint a large audience.
- The "non-disclosure" clause has been removed.
- We are prepared, as we have in years past, to provide parking and ground transportation to the artist, security, and tables.
- We are prepared to provide the remaining items in the artist's Contract Rider. Items that are out of our ability to provide (specifically alcoholic beverages) have been removed.
- Provisions in the contract regarding stage hands, electrician, and equipment operators are handled by our personnel, personnel from the production company (Stagelite Sound), and our electrical contractor (who performs the service free of charge in exchange for admission to the show).

All other provisions that I am aware of we are able and accustomed to providing annually regardless of who the entertainment for the event happens to be.

Thank you for your consideration of this matter.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Chris Chance, cprp, crss – director of recreation & parks

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Scott Jones, cmo - ward 5 • Wesley Hamlin, cmo - ward 6

Pyle, Mills, Dye & Pittman

ATTORNEYS AT LAW

John P. Scanlon

800 AVERY BOULEVARD NORTH, SUITE 101
RIDGELAND, MISSISSIPPI 39157

Telephone:
(601) 957-2600
Telecopier:
(601) 957-7440

MEMORANDUM

TO: Mayor Gene F. McGee and
The Board of Aldermen of the City of Ridgeland, Mississippi

FROM: John P. Scanlon

DATE: May 26, 2017

RE: Balloon Glow Agreements for Joe Diffie's performance

I have been asked to review the City of Ridgeland's Recreation & Parks Department's agreement with Horizon Talent Agency for the upcoming Balloon Glow event on June 30, as well as the agreement with the artist Joe Diffie.

THE TWO AGREEMENTS

TALENT BUYER – In the smaller Agreement with Horizon Talent, the City is to pay two-thousand dollars (\$2,000) as a buyer fee to Horizon Talent. This simple, one-page letter agreement is for Horizon Talent as the talent buyer, and instructs the City to consult Horizon with any issues before signing the artist contract.

ARTIST – In the larger Agreement with the artist, the City is to pay twenty-thousand dollars (\$20,000) to the artist Joe Diffie (and his producer JLD, Inc.) for his fee, with half of that amount as a down payment to be made by May 30, and the remainder at some point on the day of the show, but before the show. There are also provisions where the City promises to pay all music royalties and amusement taxes.

The contract calls for the artist to provide a free-admission show and for the City to provide an outdoor, general-admission, 5,000-capacity venue, as well as all requirements contained in the Rider. There are provisions for the City to provide GL insurance (\$5,000,000) as well as Worker's Compensation coverage (\$1,000,000).

There is an indemnity / hold-harmless provision that gives me concerns as the City does not have the legal authority to indemnify the artist. I recommend that be clarified – possibly stricken, or with added language “to the extent permitted by law” – before the City enters into this contract.

Regarding excused performance, for a “force majeure event,” such as act of God, the artist is excused from his obligations, and may be entitled to full payment, if the artist is at the venue, ready, willing, and able. For reasons of inclement weather, the City would still have to pay the full amount of the contract if the artist is at the venue, ready, willing, and able.

Pyle, Mills, Dye & Pittman

Mayor Gene F. McGee and the
Board of Aldermen of the City of Ridgeland, MS
May 26, 2017
Page 2

THE RIDER

It should be noted that the artist's Contract Rider has the incorrect date of the event as June 3, and this should probably be addressed so that the correct date can be confirmed. The Rider also has a "non-disclosure" clause which could be problematic for an open record voted on in an open meeting.

The cancellation policy contained in the Rider favors the artist, giving the artist the right to refuse to perform if any obligation by the City is not met, though there is a promise by both parties to act in good faith. For example, the City agrees to provide certain vehicle parking and ground transportation if the artist is flying in, security officers, and merchandising tables.

There are also several, very-specific provisions in the artist's Contract Rider, such as providing lunch and dinner (which is to be kept warm for two hours) for ten people, and including providing a certain amount of specific snacks, beverages and other amenities, e.g., 12-pak Cherry Coke Zero, 12-pak Diet Mountain Dew, 12 white hand towels for stage, 30-pak Solo 16 oz. cups, Carnation "Fat-Free" Coffeemate powdered creamer, a can of cashews, a large box of Pop-tarts, a large bag of peanut M&M's, etc.

Additionally, the Contract Rider also obligates the City's Rec. & Park's Department to provide the artist with stagehands, an electrician, and equipment operators, and a per-person penalty of whatever crew the City may not provide. The Rider also calls for the City to provide a very specific stage set-up, including specific house sound (PA) system, in some instances requiring approval from the artist. I understand the City is going to hire an outside production company to handle these details, but that production company must be approved in advance by the artist.

There are additional provisions in the Rider for the City to provide GL insurance (\$1,000,000) as well as Worker's Compensation coverage, at a different amount than the contract requires.

Please review and approve the document and authorize Director Chance to execute the documents on behalf of the City, if the Agreements meet with your approval. If any of you have any questions, please do not hesitate to contact me.

JPS/mmh
Enclosure(s)

cc: Paula Tierce, City Clerk
Chris Chance, Director of Ridgeland Recreation & Parks
Jerry L. Mills, Esq.

HTA

HORIZON TALENT AGENCY

5/8/17

Chris Chance
City of Ridgeland Parks & Recreation Department
PO Box 218
Ridgeland, Mississippi 39158

Dear Chris Chance,

This letter will serve as the agreement between the City of Ridgeland Parks & Recreation Department and Horizon Talent Agency.

Chris Chance, representing the City of Ridgeland Parks & Recreation Department, acknowledges receipt of the contract between the same and Joe Diffie. The engagement date of this contract is 6/30/17. The buyer fee to Horizon Talent for negotiating this contract and advising the City of Ridgeland Parks & Recreation Department in presenting this performance is \$2000.

Chris Chance, representing the City of Ridgeland Parks & Recreation Department, agrees to pay this fee of \$2000, made payable and sent to HTA, due with the purchaser signed contract. The physical delivery of this letter and the engagement contract is deemed to be verification of an oral agreement between the City of Ridgeland Parks & Recreation Department and Horizon Talent Agency.

The Artist, Joe Diffie, will be paid by the City of Ridgeland Parks & Recreation Department according to the Artist/Purchaser contract. This contract should be examined carefully. HTA should be consulted on any concerns or questions before signing and returning the contract, rider and this letter to HTA. A fully executed contract will be returned to you after the Artist has signed and returned it to HTA.

Horizon Talent Agency acts only as a talent buyer for the City of Ridgeland Parks & Recreation Department and assumes no liability for the fulfillment of the Artist/Purchaser contract by the Artist or the Purchaser.

Chris Chance
City of Ridgeland Parks & Recreation Department


Tom Munsey
Horizon Talent Agency, Inc.



1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA
Phone: +1 615-963-3328
email: SMS@wmeentertainment.com

JOE DIFFIE

JLD, INC.

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 26 Apr 2017 between JLD, INC. (hereinafter referred to as "PRODUCER") furnishing the services of JOE DIFFIE (hereinafter referred to as "ARTIST") and CITY OF RIDGELAND PARKS & RECREATION DEPARTMENT/Chris Chance (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. **ENGAGEMENT VENUE(S):**

NORTH PARK BALLOON GLOW FIELD
Northpark Drive
Ridgeland, MS 39157
USA

2. **DATE(S) OF ENGAGEMENT:**

Fri 30 Jun 2017

a. Number of Shows:

1

b. Show Schedule(s):

TBA: Doors

TBA: Support - TBA: Artist Approved - If Any

08:00 PM: JOE DIFFIE; (60-75 min.)

3. **BILLING** (in all forms of advertising):

100% Sole Headline Billing

4. **COMPENSATION:**

\$20,000.00 USD (Twenty Thousand U.S. Dollars) flat GUARANTEE.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. **PRODUCTION AND CATERING:**

- Purchaser to provide and pay for sound and lights as required by artist as advanced with Artist Tour Manager
- Artist to provide backline

Production Contact:

Buck Alman
(601) 854-5349 (off.)
Stagelites@aol.com

6. **TRANSPORTATION AND ACCOMMODATIONS:**

~~NA~~ a) Air transportation:

~~NA~~ b) Accommodations:

~~NA~~ c) Air freight and excess baggage:

d) Ground transportation:

e) Meals and incidentals:

~~NA~~ f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

-Day of show balance is due upon demand to artist representative.

Artist agrees not to perform at any publicly advertised engagement within a 150 mile radius, prior to and 30 days following this engagement

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

(as advanced)

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. **DEPOSIT in the amount of \$10,000.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **30 May 2017**; (Due upon issuance of fully executed contract)

All deposit payments shall be paid via ^{Purchaser} ~~certified or cashier's~~ check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Shannon Saunders
1201 Demonbreun Street, 15th Floor
Nashville, TN 37203
USA

OR via bank wire as follows:

CITY NATIONAL BANK
54 Music Square East
Nashville, TN 37203

ABA no.: 064009445
William Morris Endeavor Account No.: 684001426
ORG: City of Ridgeland Parks & Recreation Department / REF: Joe Diffie /
Jun 30, 2017
WME booking code: PAC 804754

Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name
(as sender), name of the artist, start date of the Engagement(s).

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by ^{Purchaser} ~~certified or cashier's~~ check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.

NA c. ~~Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.~~

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP.	TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Fri 30 Jun 8:00 PM	5,000	GA Standing		0	0	0									
	5,000			0	0	0									

SCALING NOTES:

- Outdoor Show/Covered Stage
- Free show

ADJUSTED GROSS POTENTIAL:

TAX:

NET POTENTIAL:

12. EXPENSES:

N/A

13. MERCHANDISING:

Artist sells; CD/DVD: 90.00% of proceeds to ARTIST. Including: Book
Artist sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

CITY OF RIDGELAND PARKS & RECREATION DEPARTMENT
Chris Chance
P.O. Box 217
Ridgeland, MS 39158

Care of: Tom Munsey
Horizon Talent Agency
5620 Woodduck Circle
Attn: Jean Hoffman
Shorewood, MN 55331
USA

By:

JLD, INC.
Fed ID: 62-1627413

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Saunders

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

(1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.

NA (2) ~~In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.~~

NA (3) ~~In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.~~

(4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS Free Show

(1) ~~PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.~~

NA (2) ~~ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.~~

(3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.

(4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.

(5) There shall be no dynamic ticket pricing unless mutually agreed upon by PRODUCER and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to PRODUCER to evidence compliance with the foregoing.

(6) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.

(7) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

(1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, ~~properly-tuned grand piano or pianos~~ and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.

(2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.

(3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, ~~and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.~~

(4) PURCHASER agrees to pay all amusement taxes, if applicable.

(5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.

(6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, ~~including musicians, as may be required by any national or local union(s)~~ required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.

(7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).

(8) PURCHASER shall be solely responsible for providing a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). PRODUCER/ARTIST shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

→ present at venue,

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party.

→ provided Artist is present at venue, ready, willing and able to perform.

G. PRODUCER'S RIGHT TO CANCEL

No cancel privileges to either party.

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

Artist

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement. See contract face.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. In the event PRODUCER does so grant any of the aforementioned rights, such rights shall be subject to a separate written agreement, and PURCHASER shall be responsible, at PURCHASER's sole cost and expense, for securing any and all necessary third party rights, licenses, clearances, and permissions (including, but not limited to, all necessary publishing and record label clearances) required in connection with PURCHASER's capture and/or exploitation of the same. Notwithstanding the foregoing, and further to any additional obligations of PURCHASER to indemnify PRODUCER/ARTIST contained in this Agreement, PURCHASER shall indemnify and hold harmless PRODUCER and ARTIST from any and all damage(s) it, or they, may sustain as a result of PURCHASER's failure to comply herewith.

K. PURCHASER DEFAULT

Both parties will act in good faith to resolve any potential breach of contract prior to considering cancellation.

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement(s) hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from PURCHASER, if PURCHASER is furnishing liquor, or from PURCHASER's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of PURCHASER with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the ARTIST rider, if any). Notwithstanding the foregoing, for any Engagement at which the allowable capacity is in excess of Twenty-Five Thousand (25,000) attendees, but less than Fifty Thousand (50,000) attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence; and for any Engagement at which the allowable capacity is Fifty Thousand (50,000) or more attendees, the required commercial general liability insurance coverage limit shall be in an amount of not less than Fifteen Million Dollars (\$15,000,000) per occurrence. All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of PURCHASER. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to PRODUCER/ARTIST. Not less than ten (10) days prior to each Engagement, PURCHASER shall furnish PRODUCER/ARTIST with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming PRODUCER, ARTIST and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives as additional insureds. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder. Upon request, PURCHASER shall immediately furnish to PRODUCER/ARTIST a full and complete copy of all insurance policies required to be maintained by PURCHASER herein.

(2) PURCHASER hereby agrees to save, indemnify and hold harmless PRODUCER and ARTIST, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, or any of its parents, subsidiaries, officers, directors, principals, agents, employees and representatives (collectively, "WME") as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST. To the extent applicable, without limiting the generality of the foregoing and for the avoidance of doubt, WME expressly assumes no liability hereunder for any claims, losses, damages, complications, consequences, or other events that may occur as a result of the failure of either party hereto to obtain any of the visas, work permits, and/or other documentation required for the performance of the parties' obligations hereunder (hereinafter, the "Travel Documents"). It is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join WME as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any failure of either party hereto to obtain, secure, or procure the Travel Documents.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

~~In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.~~

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) Purchaser shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at Purchaser's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(3) Purchaser represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the U.K. Export Control Organisation's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement. Producer or WME may terminate this Agreement upon providing written notice of termination to Purchaser, if Producer or WME's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by WME or Producer, result in non-compliance with any laws, rules and regulations applicable to Producer or WME.

(4) This (and any of PRODUCER's: riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

~~(5) This Agreement shall be construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Nashville, Davidson County in the State of Tennessee in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail; return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Nashville, Davidson County in the State of~~

Tennessee and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing. **TBD by Purchaser.**

(6) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(7) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(8) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. **THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.**

(9) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(10) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

JOE DIFFIE CONTRACT RIDER 2016

MANAGEMENT:

Big Show Music Co.
Jeff Lysyczyn jeff@BigShowMusicCo.com
Al McManus al@BigShowMusicCo.com
(615) 390-4847

TOUR MANAGER:

Eric Matraccia
ematraccia1@yahoo.com
(615) 948-3742

PRODUCTION MANAGER

Michael Bracy
BracyMichael@hotmail.com
(615) 260-7863

This rider is herewith attached to and made part of the contract dated 4-26-17 made Between JLD, Inc. f/s/o Joe Diffie (hereinafter referred to as "ARTIST") and City of Ridgeland Parks and Recreation Dept. (Hereinafter referred to as "PURCHASER") for the engagement at Northpark Balloon Glow Fest on 6-3-17 6-30-2017 Ridgeland, MS

BILLING

1. ARTIST to receive 100% Star Billing in all advertising and publicity, including marquee.
2. ARTIST to "close the show" unless otherwise stated on the face of the contract.
- NA 3. When performing as the support or opening act, ARTIST shall receive 100% "Special Guest Star" billing in any and all advertising, marquee, displays, programs, and any other forms of publicity and promotion.
4. The creative control of content and length (as stated in contract) of entire presentation are at the sole discretion of the ARTIST. ARTIST'S production staff shall have complete control over all technical aspects of ARTIST'S show, including opening acts.
5. ARTIST shall approve any and all opening acts.
6. PURCHASER will have a fully authorized representative on hand from stage call through the completion of the load-out to deal with any contingency that might arise.

CAMERAS / RECORDING

Purchaser will use its best efforts to prohibit unauthorized reproduction of the performance.

1. NO PORTION of ARTIST'S performance may be recorded, videotaped, broadcast, or filmed without the expressed written consent from ARTIST'S management.
2. All photographers onstage or in the backstage area are to be approved by ARTIST'S Manager.

PUBLICITY / ADVERTISING / PROMOTION

1. PURCHASER shall not commit ARTIST to any interviews, personal appearances, or any other type of promotion without prior written consent of ARTIST'S management. All interview requests shall be directed to Big Show Music Co.: (615) 390-4847 manager@bigshowmusicco.com
2. ARTIST'S management reserves the right of approval of all radio, television, and magazine interviews accepted in conjunction with this engagement. A complete list of radio stations and newspapers being used in the promotion of this event must be faxed immediately to ARTIST'S management. PURCHASER agrees that ARTIST'S management must approve any "presenting" radio stations. No radio station "presents" may be confirmed without prior written approval from ARTIST'S management.
3. No one can sponsor ARTIST. No name shall be printed on tickets (i.e. Miller Beer, Pepsi, etc.) unless approved by ARTIST'S management. ARTIST reserves the right to hang promotional signs, or have ARTIST'S sponsor's name printed on tickets.

Initial: _____

4. ARTIST'S logo should always be reproduced EXACTLY as specified.
5. ANY & ALL radio, television, and print advertising used for publicity purposes must be approved by ARTIST'S management.
6. ~~PURCHASER agrees not to advertise date until a fully executed contract has been received from ARTIST.~~
7. PURCHASER hereby accepts full liability and responsibility for the payments of any and all expenses, charges, losses, liabilities, and damages related to or based upon the presentation or production of the show in which ARTIST is to appear. This also deals with advertising, ticket printing, security, and rider requirements.

TAXES

1. All federal, state, and local taxes are to be paid, without exception, by the PURCHASER. It is fully understood and agreed that no deductions whatsoever are to be taken from the ARTIST'S contract guarantee ~~or any and all percentage amounts earned hereunder.~~

TICKETING / BOX OFFICE

1. ~~ARTIST is to have forty (20) top priced, complimentary tickets available for each show at no charge. These are to be made available to ARTIST'S Tour Manager as early as possible on the day of the show. Free show.~~
- NA 2. ~~In instances where the ARTIST is being paid on a percentage basis, PURCHASER agrees to provide to the Tour Manager at least two (2) weeks prior to the date of the performance, a plot plan and printer's manifest of the house (notarized, signed statement from printer of tickets, listing quantity of tickets printed at each price.) PURCHASER further agrees to have on hand at place of performance the night of the show, for verification by Tour Manager, all unsold tickets. ARTIST shall be compensated for the difference between the number of all unsold tickets on hand shown to its representative and the number of tickets printed as shown by the manifest. If PURCHASER violates any of the preceding paragraphs, it shall be deemed that the PURCHASER has sold a ticket for every seat in the house (and any permitted standing room) at the highest price for which the house is scaled. PURCHASER further agrees to give ARTIST'S Tour Manager the right to enter the box office at any time and examine and make extracts from the box office records of PURCHASER relating to the gross receipts of this engagement. A written box office statement, certified and signed by the PURCHASER, will be furnished to the ARTIST within two (2) hours following each performance.~~
- NA 3. ~~PURCHASER may not sell tickets to this performance as part of a subscription to a series of concerts without the written consent of ARTIST. All tickets printed under the manifest shall be in the one stub, one price variety. There shall be no multiple ticket prices printed (i.e. one price for students and a different price for general admission printed on the same ticket, or one price for tickets purchased in advance and a different price for tickets purchased at the gate on the same ticket.)~~
- NA 4. ~~If PURCHASER violates any of the above, he shall be liable for the total number of tickets sold at the highest price printed. All tickets shall be printed by a bonded ticket house (Globe Tickets, Arcus-Simples) or, if the performance is at a college or university, the official printing department of that college or university. PURCHASER agrees not to discount tickets, nor offer tickets at a premium without first obtaining written permission from ARTIST. If PURCHASER does distribute discount or complimentary tickets without obtaining prior approval from ARTIST, he shall be liable for the full ticket price of each ticket sold or distributed.~~

Initial: _____

- NA 5. ~~Any tickets printed beyond the capacity listed on the contract must be approved by ARTIST'S management. ARTIST is to receive _____ % from the sale price of these additional tickets.~~
- NA 6. ~~ARTIST'S Tour Manager will approve all expenses to be paid by ARTIST on day of show.~~
7. ~~ARTIST is to be paid his guarantee before his performance. If requested, cash-out settlement to be given to ARTIST'S Tour Manager on day of show.~~
- NA 8. ~~PURCHASER agrees to distribute no more than two percent (2%) of the official house seating as complimentary tickets relative to this performance. PURCHASER must supply ARTIST'S Tour Manager with a statement detailing for whom each ticket was given. Each ticket will be issued as a fully punched ticket only. PURCHASER agrees to supply radio, television, and newspaper personnel with complimentary tickets from the above-mentioned allotment.~~
9. PURCHASER agrees that if no admission is to be charged to any part of the audience for the engagement hereunder, this condition must be stated on the face of the contract. If, at the engagement, there is any evidence that admission is, or was, being subsequently charged, PURCHASER agrees that ARTIST will receive 100% of the admission receipts collected.
10. PURCHASER will clearly print the specific capacity, gross potential and the ticket price breakdown of the facility at which ARTIST is to perform under the agreement on the face of the contract that this agreement is attached to. ~~In the event ARTIST is to receive a percentage of the gross receipts for this engagement pursuant to the terms hereof, the term "gross receipts" or "gross box office receipts" or similar phrases shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in the event less than the full retail ticket price for all persons entering the performance with no deductions of any kind, less only state, federal, or local taxes and allowable discounts as approved by ARTIST in writing. PURCHASER agrees to scale ticket prices for the engagement of guarantee potential gross receipts of no less than \$_____.~~
11. This contract reflects the total sale price. No monies are to be added on top. ARTIST and ARTIST'S management pay no commission to anyone.
12. ~~PURCHASER shall not disclose the terms of this agreement to anyone whatsoever without ARTIST'S written consent. No figures (attendance, money gross, capacities, tickets sold) or press releases can be released without prior written approval from ARTIST'S management.~~

CANCELLATION *No cancellation privileges to either party*

1. ~~PURCHASER agrees that ARTIST may cancel this engagement hereunder without any liability by giving thirty (30) days notice to PURCHASER in the event of a television show, television special or motion picture filming.~~
2. FORCE MAJEURE - ARTIST'S obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident by means of transportation, act of God, fire, riot, strike, or the events of any kind of character, whatsoever, whether similar or dissimilar to the foregoing events, beyond the ARTIST'S control, which could prevent or interfere with the presentation of the show.
3. INCLEMENT WEATHER - Notwithstanding anything contained herein, inclement weather shall ^{not} be deemed a force majeure occurrence provided the ARTIST is ready, willing and able to perform, and the PURCHASER shall remain liable for payment in the occurrence of such weather conditions, *provided Artist is present at venue, ready, willing and able to perform.*
- Purchaser +* ARTIST shall have the sole right to determine, in good faith, whether any such weather conditions shall render the performance impossible, hazardous, or unsafe.
4. Upon ARTIST'S arrival, if any of the terms and requirements of this contract and rider have not been complied with by the PURCHASER, ARTIST shall have the right to refuse to perform and shall be entitled to full compensation under this agreement. *Both parties will act in good faith to resolve any potential breach prior to considering cancellation.*

Initial: _____

DRESSING ROOMS There are no dressing rooms at performance site.

1. ~~PURCHASER shall provide clean, comfortable, well-lit, air-conditioned dressing rooms with a full-length mirror, electrical outlets, and washroom/ shower facilities to accommodate the ARTIST'S staff in reasonable comfort. This should include sofa, chairs and tables. In the event that dressing rooms are not available, ARTIST'S Tour Manager must approve other arrangements when date is advanced.~~
2. ~~Twelve (12) bath-sized towels and six (6) bath-sized bars of soap are to be provided and placed in the band dressing room prior to sound check if showers are available.~~
3. ~~Dressing Rooms are to be secured at all times and for Joe Diffie band and crew only.~~
4. ~~ARTIST shall not be required to share dressing rooms with other performers.~~

PRODUCTION OFFICE There is no production office at performance site.

~~One (1) clean, heated, and air-conditioned room shall be designated as a Production Office, to be used by the ARTIST'S Production and Tour Manager. High speed Internet access via Ethernet or Wi-Fi is also requested.~~

VEHICLE PARKING / GROUND TRANSPORTATION

1. Parking with security must be provided for one (1) forty-five foot (45') tour bus w/trailer in close proximity to stage entrance. This area must be controlled by security with no public access.
2. PURCHASER shall provide one (1) 60-amp shore power circuit within 25' for the bus. (as available and advanced)
3. PURCHASER shall provide ground transportation from the hotel to the venue and back to the hotel. PURCHASER must provide one (1) driver and one (1) vehicle (van or limo) for twelve (12) people. Both the vehicle and driver should be available from the load-in time until one (1) hour after show time and shall have no other responsibility during this time. The driver must be able and willing to purchase alcohol and tobacco.
4. In the event of a "fly date," PURCHASER agrees to provide ground transportation. PURCHASER should be prepared to provide one (1) Limo or Town Car for ARTIST, one (1) twelve (12) passenger van for band and crew, and one (1) cargo van (no seats) for gear and luggage. These vehicles should be available per a schedule that will be determined by the Tour Manager.

HOSPITALITY: PLEASE ALLOW ARTIST'S STAFF TO EAT BEFORE ALL OTHER STAFF

- NA
1. ~~Purchaser agrees to provide six (6) double occupancy hotel rooms at an approved hotel in close proximity to venue. Rooms needed for two (2) nights if a "fly date."~~
 2. Caterer shall provide personnel to cook, replenish, serve and clean up at every meal. (as advanced)
 3. PURCHASER agrees to provide lunch for ten (11) people to be available at a time specified by ARTIST'S Tour Manager and should be kept warm for two (2) hours. This should include, but not be limited to the following: Event has hot dogs and hamburgers for lunch.

~~Hot entree (no cold sandwiches) three hot vegetables, salad, dessert, assorted soft drinks and bottled water, condiments, and utensils.~~

Initial: _____

4. PURCHASER agrees to provide dinner for ten (11) people to be served at a time arranged by the ARTIST'S Tour Manager and should be kept warm for two (2) hours. Accommodations should also be made for opening acts and local production services.

~~A menu (different from lunch menu) including Hot entree (no cold sandwiches) three hot vegetables, baked or mashed potatoes, salad with assorted dressings, bread or rolls, dessert, assorted soft drinks and bottled water, condiments, and utensils~~ Barbeque is served for dinner.

5. ~~PURCHASER agrees to provide after show food, three (3) large pizzas one meat lover, one veggie lovers and a pineapple/ham for after show delivered to the bus during the show.~~

To be delivered to the bus upon arrival. must be cans (fridge-pak preferred):

- 12-pak Coke
- 12-pak Cherry Coke Zero
- 12-pak Diet Mountain Dew
- 12-pak Mountain Dew
- 12-pak Diet Pepsi
- 12-pak Sierra Nevada Beer
- 12-pak IPA style beer
- 12-pak of Bud Light Beer
- 12-pak Harps Beer
- 1 large bottle of Kettle One Vodka
- 2 large bottles Maker's Mark bourbon.
- 1 bag Starbucks "House Blend" or other high quality coffee
- 3 cases of bottled water (Deer Park or other true spring water preferred)
- 2 twenty-lb bags of ice (to be replenished again upon departure)
- 12 white hand towels for stage (per show)

Limited bus catering
at discretion of
Purchase will be
provided.
No alcohol can be
provided.

- 30-pk SOLO 16oz cups
- large kitchen garbage bags
- 4-pk paper towels

- Sleeve of 24oz Styrofoam cups
- Carnation "Fat-Free" Coffee-mate powdered creamer

- Bag of "Tostito" brand Tortilla chips
- Box original Wheat Thins
- Bag of Trail Mix
- Can of Cashews (whole)
- Can of Deluxe Mixed nuts
- Loaf of multi-grain bread
- Jar of peanut butter
- Jar of jelly, any flavor

- Pak of assorted Cheese & Peanut Butter crackers
- Box of 50-count "Splenda" brand sweetener
- 1 large box Pop-tarts
- 1 large bag peanut M&Ms
- 1 bag Doritos (any flavor)
- 1 bag Chex Mix
- 1 pound of turkey lunch meat
- 1 pack of American cheese

STAGE PROVISIONS

1. PURCHASER agrees to provide two (2) security officers, ½ hour before show time, through performance, and until ½ hour after show) to secure backstage and bus area. SECURITY must meet with ARTIST'S Tour Manager thirty (30) minutes prior to the opening of doors to the public. See #3

Initial: _____

2. ARTIST will provide backstage passes for all guests; other backstage credentials will be honored at ARTIST'S Tour Manager's discretion. ARTIST'S Tour/Production Manager will have sole control of stage and backstage area during ARTIST'S performance.
3. PURCHASER must provide adequate security for ARTIST'S personnel, equipment, vehicles, etc. from load-in until the completion of load-out.
4. PURCHASER agrees to provide adequate security for the stage during the performance. This should include a minimum of 2 persons for the front of the stage.

MERCHANDISING

1. ARTIST shall have the sole and exclusive right, but not obligation, to sell ^{Artist} merchandise at the engagement.
2. ~~ARTIST shall be allowed to sell merchandise at no cost to ARTIST.~~ *See contract face.*
3. PURCHASER shall prohibit the sale of any "bootleg" merchandise. *(as able)*
4. PURCHASER shall not sell any items with ARTIST'S logo or any likeness or facsimile thereof without the WRITTEN permission of ARTIST'S management.
5. ~~PURCHASER will exclude compact discs, DVD's and books as commissionable items.~~ *See contract face.*
6. All inquiries or information on merchandising should be directed to Big Show Music Co. (615) 390-4847 info@BigShowMusicCo.com
7. No other artists shall pay less to sell their merchandise than JOE DIFFIE.
8. PURCHASER shall provide four (4) eight foot (8') tables in a conspicuous location for the sale of ARTIST'S merchandise.
9. PURCHASER shall provide one (1) electrical outlet to be within twenty five feet (25') of these tables.
10. PURCHASER shall provide one 10 x 10 foot tent if show is outdoors. *(as advanced)*

AUTOGRAPHS / MEET & GREET

1. PURCHASER shall not commit ARTIST to any autograph sessions without prior written consent of ARTIST'S management. ARTIST reserves the right whether or not to participate in such sessions. Any approved "meet & greet" session will take place approximately 1/2 hour BEFORE ARTIST'S scheduled show time. PURCHASER agrees to provide secure area in which this session will take place. Competent security personnel, to insure that the session proceeds in a safe and orderly manner, MUST staff this area.

Initial: _____

2016 JOE DIFFIE PRODUCTION RIDER

PRODUCTION See contract face

All production companies must be cleared through ARTIST'S production manager prior to any commitments to these companies from the PURCHASER. Also, in the event of in-house production, a complete equipment list of sound equipment shall be forwarded to Production Manager no later than four (4) weeks prior to show date. Please contact Production Manager at your earliest convenience to advance. **It's never too early!**

DOWNLOAD pdf NOW!!!!

For Updated downloadable Stage Plot & Input List, Backline or the Production Rider.

GO TO:

<http://joediffie.com/press/> then click on "Production" in drop down window type in password: diffsterprod

HOUSE SOUND SYSTEM (as advanced)

- A. Professional, first-class, high quality is mandatory. **NOTHING HOMEMADE.**
1. House console shall be Digital and have a minimum of 40 input channels, 8 VCAs, and 8 aux sends per channel. The Digidesign/Avid SC-48 is the preferred desk, others considered acceptable are: Avid Profile, Yamaha M7CL-48. NOTE THAT Presonus, Soundcraft, Behringer, Yamaha LS-9, Peavey, Allen & Heath shall be considered unacceptable.
 2. Analog consoles will be last resort and **cleared with Production Manager**. ARTIST shall not be required to share FOH console with support acts! Additional FOH consoles shall be provided for any support acts if analog.
 2. Console shall be placed at least a minimum of seventy-five feet (75') back and as close to center stage as possible.
 3. If House console is not the preferred Desks Listed in (1) The Production Manager may ok House processing racks should include, but not be limited to the following:
 - One (1) stereo 1/3 octave equalizer for the FOH speakers, Klark, BSS
 - One (1) crossover/ system controller for FOH speakers, at FOH whenever possible
 - Three (3) reverbs, Preferred are Yamaha SPX990, TC Electronics M-One, Lexicon PCM 90
 - One (1) delay, I.E. TC Electronics D-Two, Lexicon PCM Series
 - 8 (8) noise gates, i.e. Drawmer, Klark, BSS
 - Sixteen (16) compressors, i.e. Drawmer, DBX
- *No Behringer, A.R.T., or other consumer- or "pro-sumer-" grade processors will be accepted.
4. House speaker system shall be a line array; including aux fed subs and front fills. **This system shall be capable of producing sound pressure levels in excess of 110 dB at any point in the venue without audible distortion.**
 5. Front fill speakers shall be provided along with 1/3 octave equalization to be driven off a matrix from the FOH console.
 6. ARTIST'S stage plot/microphone input list accompanies this rider.

Initial: _____

MONITOR SYSTEM When driving as in most cases Joe Diffie carries Monitor Desk, all cabling, mic's, d.i.'s, stage boxes, IEM's and wedge Monitors. We will provide Production Company's foh snake with a 20' 26 input fan out. We request stage left for monitor world. We require 2 aux returns from foh to mon world. We will need 4 A/C drops as shown on our Stage Plot & Input List.

AIR TRAVEL *(as advanced)*

1. MONITOR WORLD will require Digital console like the Midas Pro 1 Console or Avid SC48 or Avid Profile and gear listed in Backline.. Analog consoles will be last resort and Advanced and cleared with Production Manager..
All other consoles, including Peavey, Allen & Heath, Soundcraft Spirit, Mackie, Behringer and Hill shall be considered unacceptable ARTIST shall not be required to share Monitor console with support acts! Additional monitor consoles shall be provided for any support acts if analog.
2. Monitor processing rack should include, but not be limited to the following:
 - One (1) 1/3 octave equalizer per mix.
 - One (1) reverb, I.E. Yamaha SPX990
 - Four (4) noise gates, i.e. Drawmer, Klark, BSS
 - Eight (8) compressors, i.e. Drawmer, DBX, Klark, BSS
3. Wedges must be bi-amped and consist of 2 x 12" LF drivers and 1 x 2" HF driver. IEM's Shure 900 or G3 Sennheiser. See attached stage plot for location.

LIGHTING SYSTEM

Advance with Production Manager/

FOLLOWSPOTS

1. Two (2) quality (Lycian, Strong Trooper II or similar.) These shall be placed to allow complete coverage of the stage. Spots shall be gelled according to the attached plot.
2. Provide a quality intercom system for communication between L.D., follow spots, dimmers, stage, and houselights.
3. Lighting system shall be tested, operational, and at head level prior to ARTIST'S arrival.

LABOR REQUIREMENTS *(as advanced)*

PURCHASER shall provide, at the times specified by ARTIST'S Production Manager, the following labor. These personnel should have no other responsibilities other than those assigned by ARTIST'S Production or Stage Manager.

LOAD-IN: Six (6) Stagehands SHOW CALL: Two (2) Stagehands
One (1) Electrician One (1) House Light Operator
Two (2) Spot Operators
LOAD-OUT: Six (6) Stagehands
One (1) Electrician

These labor requirements are a "bare minimum" request. These are made to insure a safe and uneventful load-in and load-out. In the event that these requirements are not met, PURCHASER will incur a charge of \$25.00 per stagehand not provided. This will be collected by ARTIST'S Tour Manager prior to departure.

Initial: _____

POWER REQUIREMENTS

1. Sound – 6- 20 amp quad boxes are to be placed per the attached stage plot. MONITOR WORLD MUST HAVE SEPARATE CIRCUIT. There should also be sufficient power available for any opening acts.
2. Shore power - Provide one (1) **60 amp, 220V**, single phase, 4 wire service to terminate within twenty-five feet (25') of bus parking.
3. **Under NO circumstances** should sound and lighting share a single power source! This includes generator situations. In the event generators are to provide power for the performance, two (2) generators (one for sound, one for lighting) should be provided

STAGE SPECIFICATIONS

1. ARTIST requires an area 48 feet by 40 feet (48' x 40') in which to perform. This should be of solid, level construction with a smooth deck with no irregularities and with a capability of supporting 850 lbs per sq. in
2. ARTIST shall require three (3) risers for his performance. One (1) 4' x 8' x 12" riser shall be placed upstage right, One (1) 8' x 8' x 16" riser shall be placed upstage center, and One (1) 4' x 8' x 12" riser shall be placed upstage left. Please provide carpets and skirting for these risers.
3. Provide two (2) illuminated stair units; one (1) upstage left and one (1) upstage right.
4. If sound system is not flown, provide 12' x 16' sound wings capable of supporting 7500 lbs. each. Place ground stacks as forward as possible downstage.
5. Place one (1) trash can near each of the stair units, as well as in the backstage area.
6. ARTIST shall require a minimum of three hours to set band gear and sound check.
7. If the event is held outdoors, a load bearing portable top (Thomas, Tomcat) must be provided.
8. PURCHASER shall provide an adequate supply of visqueen or tarps to cover band gear in the event of inclement weather. ARTIST will not perform if danger of electrical shock exists.
9. ARTIST shall be made aware of any activities (horse races, pageants, etc.) that may interfere with the set-up process.
10. If outside stage must be covered. No exceptions

INSURANCE / LIABILITIES

1. PURCHASER agrees to provide the comprehensive general liability insurance (including, without limitation, coverage against any and all injury to persons' property as a consequence of the installation and/or operation of the equipment and instruments provided by the ARTIST and/or its employees, contractors, and agents. Such liability insurance shall be in the amount required by the venue, but in no event shall it be less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and in effect at all times ARTIST or any of ARTIST'S agents or independent contractors are in the place of performance. ~~ARTIST and its agent for this engagement shall be listed, as additionally named insured under such insurance and his shall be indicated on the pertinent certificate of insurance.~~ PURCHASER also agrees to provide a policy of Workman's Compensation covering all the PURCHASER'S employees and third party contractors. PURCHASER further agrees to provide full all risks coverage for all equipment provided by the ARTIST and/or its employees, contractors, or agents against fire, theft, vandalism, riot, or any kind of act causing damage to, or loss of, the equipment provided. ~~Certificates of insurance relating to the coverage listed above shall be provided to the ARTIST at least fifteen (15) days prior to the engagement. ARTIST'S failure to review such insurance certificates shall not affect rights or the PURCHASER'S public liability insurance.~~

Initial: _____

INTERNATIONAL TRAVEL

NA

1. ~~In the event that the place of performance is outside the boundaries of the continental United States, PURCHASER agrees to procure, at his sole expense, for the ARTIST and party, all of the necessary visas, work permits, and other documents of any nature whatsoever necessary or usually obtained to enable the ARTIST to render his services hereunder. Also, PURCHASER shall be responsible for, and indemnify and hold ARTIST harmless, from and against all local, municipal, country, and governmental taxes, fees, and levies on all income earned by ARTIST or ARTIST'S employees while in the country or countries covered by this contract.~~

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

PURCHASER

DATE

City of Ridgeland Parks &
Recreation Department
Chris Chance

FOR JLD INC.

DATE

2016 JOE DIFFIE BACKLINE ON FLY DATES

Artist to provide
backline

Drums

Gretsch USA, Renown Maple, New Classic, or Brooklyn Series are all ok. (prefer Yamaha maple or recording custom if no Gretsch available)

22" Bass drum

12" or 13" tom

16" Floor tom

14" wood snarelike new classic maple

14" metal snare (preferably brass)

Cymbals:

Zildjian A Customs or Ks (others will work if these aren't available)

22" Ride

20" Crash

19" Crash

18" Crash

14" or 15" hi hats

Drum Hardware:

Throne with no backrest,

(2) snare drum stands,

(2) bass drum pedals,

(4) Cymbal boom stands, (1) Hi hat stand.

BASS We Provide

1 RADIAL J48 DI1 Good quality back up guitar cable (20')

Joe Diffie

1 Martin or Taylor Full Size Dreadnought guitar with pickup and strap button.

1-J48 DI with extra 25' cable

KEYS

Preferred is the Roland RD-700sx or 2nd choice any weighted 88 note

Organ preferred is the Hammond XK-3c Organ or any draw bar organ

2-tier keyboard double x braced stand.

1 Volume and 1 sustain pedal.

4-RADIAL J48 DI and 8- (1/4") 10' Instrument cable

STEEL GUITAR We Provide

4 (1/4") BACKUP Instrument 10' cable

Peavey 400 Amp or Fender Deluxe

ELECTRIC GUITAR We Provide

ANY MATCHLESS OR DR. Z GUITAR AMP 2ND CHOICE IS FENDER DELUXE

1 (35') GUITAR CABLE AND 1 (25')

GUITAR STANDS

3-LIKE Hercules series

IEM & WEDGES INFO

4 Stereo Wireless systems with belt-pak's like SHURE 900Series W/ 2 with Helical antenna and 2 EXTRA wireless SPARE PAKS. Also 3 wired IEM...*We carry ear buds.

WEDGES 2-biamped **MATCHING** Double 12" and horn preferable and 2-31 BAND if analog graphic eq.....See Joe Diffie Stage Plot and Input Lis

Mic Package Preferred Shure brand unless noted*

1-52

2-57

2-ksm-137

2-Shure 98amp

2- Shure SM 81

2-*Sennheiser 904

4- Beta 58

Mic Stands ***All booms*******

6- short

7- tall

1- kick drum mic stand

5-Floor Fans

PLEASE CONTACT MICHAEL BRACY AT (615) 260-7863 OR
BRACYMICHAEL@HOTMAIL.COM TO CONFIRM BACKLINE GEAR NEEDED!

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
0010468	6/01/17- 5/31/18	27-17-009	THE CLUB AT TOWNSHIP LLC	30.00CR	.00	.00	.00	30.00CR
0010589	6/01/17- 5/31/18	27-17-009	MEMBERS EXCHANGE CRIDIT U	75.00CR	.00	.00	.00	75.00CR
0010602	6/01/17- 5/31/18	27-17-009	GRANTHAM POOLE CPAS	150.00CR	.00	.00	.00	150.00CR
0010606	6/01/17- 5/31/18	27-17-009	DURANGO OPERATING, LLC	20.00CR	.00	.00	.00	20.00CR
0010615	6/01/17- 5/31/18	27-17-009	ROLLINS LAW FIRM	30.00CR	.00	.00	.00	30.00CR
0010634	6/01/17- 5/31/18	27-17-009	WELLS MARBLE & HURST PLLC	150.00CR	.00	.00	.00	150.00CR
0010699	6/01/17- 5/31/18	27-17-009	APPRAISAL GROUP	20.00CR	.00	.00	.00	20.00CR
0010796	6/01/17- 5/31/18	27-17-009	MCB'S OF MS INC.	20.00CR	.00	.00	.00	20.00CR
0010798	6/01/17- 5/31/18	27-17-009	JACKSON NEUROSCIENCE CENT	30.00CR	.00	.00	.00	30.00CR
0010801	6/01/17- 5/31/18	27-17-009	MILLENNIUM MEDICAL	20.00CR	.00	.00	.00	20.00CR
0010887	10/01/16- 9/30/17	27-17-009	JACKSON AUTISM CENTER LLC	20.00CR	3.80CR	.00	.00	23.80CR
0011028	5/01/17- 4/30/18	27-17-009	BEAUTIFUL GORGEOUS WORLD	20.00CR	.00	.00	.00	20.00CR
0011037	5/01/17- 4/30/18	27-17-009	PRIORITY ONE BANK	30.00CR	.00	.00	.00	30.00CR
0011048	7/01/17- 6/30/18	27-17-009	SUPER SHAKES LLC	50.00CR	.00	.00	.00	50.00CR
0011064	6/01/17- 5/31/18	27-17-009	TAILORING BY AROL	20.00CR	.00	.00	.00	20.00CR
0011077	6/01/17- 5/31/18	27-17-009	SHOWROOM CLEAN	20.00CR	.00	.00	.00	20.00CR
0011081	6/01/17- 5/31/18	27-17-009	RIDGELAND FITNESS LLC	20.00CR	.00	.00	.00	20.00CR
0011112	7/01/17- 6/30/18	27-17-009	BAYMEADOWS APARTMENTS LLC	30.00CR	.00	.00	.00	30.00CR
0011180	6/01/17- 5/31/18	27-17-009	UPCHURCH SERVICES LLC	108.00CR	.00	.00	.00	108.00CR
0011281	4/01/17- 3/31/18	27-17-009	MARK WALL & COMPANY	20.00CR	2.40CR	.00	.00	22.40CR
0011290	5/01/17- 4/30/18	27-17-009	NSLC SOUTHERN INCORPORATE	20.00CR	.00	.00	.00	20.00CR
0011307	4/22/17- 4/21/18	27-17-009	UNIQUELY INSPIRED	20.00CR	2.40CR	.00	.00	22.40CR
0011308	6/01/17- 5/31/18	27-17-009	TOTAL I CARE OF MS LLC	20.00CR	.00	.00	.00	20.00CR
0011322	5/01/17- 4/30/18	27-17-009	EL SABOR LATIN CUISINE IN	20.00CR	.00	.00	.00	20.00CR
0011347	5/01/17- 4/30/18	27-17-009	PATT LAW FIRM PLLC	20.00CR	2.20CR	.00	.00	22.20CR
0011352	6/01/17- 5/31/18	27-17-009	WAFFLE HOUSE	60.00CR	.00	.00	.00	60.00CR
0011564	5/01/17- 4/30/18	27-17-009	SERENITY MASSAGE THERAPY	20.00CR	2.40CR	.00	.00	22.40CR
0011566	5/01/17- 4/30/18	27-17-009	DONNA M BARFOOT LMT 762	20.00CR	2.40CR	.00	.00	22.40CR
0011568	4/01/17- 3/31/18	27-17-009	BODY KNEADS MASSAGE THRPY	20.00CR	3.60CR	.00	.00	23.60CR
0011576	5/01/17- 4/30/18	27-17-009	INTEGRATIVE HEALING THERA	20.00CR	.00	.00	.00	20.00CR
0011581	4/19/17- 4/18/18	27-17-009	ADELINE MARTIN SALON & SP	20.00CR	.00	.00	.00	20.00CR
0011586	4/01/17- 3/31/18	27-17-009	GUARANTEED AC	20.00CR	.00	.00	.00	20.00CR
0011587	5/11/17- 5/10/18	27-17-009	PAFFORD EMS	36.00CR	.00	.00	.00	36.00CR
0011618	6/01/17- 5/31/18	27-17-009	MADISON COUNTY HERALD	20.00CR	.00	.00	.00	20.00CR
0011626	5/16/17- 5/15/18	27-17-009	S&R DEVELOPMENT, INC.	30.00CR	.00	.00	.00	30.00CR
0011630	6/07/17- 6/06/18	27-17-009	THE ORCHARD	150.00CR	.00	.00	.00	150.00CR
0011855	6/01/17- 5/31/18	27-17-009	PRECIPICE IP, PLLC	20.00CR	.00	.00	.00	20.00CR
0011883	4/26/17- 4/26/18	27-17-009	COMPENSATION INS SERVICES	20.00CR	.00	.00	.00	20.00CR
0011884	4/30/17- 4/30/18	27-17-009	LGH INVESTMENTS	20.00CR	.00	.00	.00	20.00CR
0011887	4/27/17- 4/27/18	27-17-009	RESIDENCE INN	30.00CR	.00	.00	.00	30.00CR
0011889	4/27/17- 4/27/18	27-17-009	STAYBRIDGE SUITES	30.00CR	.00	.00	.00	30.00CR
0011890	4/27/17- 4/27/18	27-17-009	HOMEWOOD SUITES	30.00CR	.00	.00	.00	30.00CR
0011896	5/16/17- 5/16/18	27-17-009	THE CUTTING BAR	30.00CR	.00	.00	.00	30.00CR
0011897	5/09/17- 5/09/18	27-17-009	DAIRY QUEEN GRILL & CHILL	30.00CR	.00	.00	.00	30.00CR
0011899	5/16/17- 5/16/18	27-17-009	STEPPING STONES FAMILY DA	20.00CR	.00	.00	.00	20.00CR
0011903	5/15/17- 5/15/18	27-17-009	ELIOR NORTH AMERICA INC.	150.00CR	.00	.00	.00	150.00CR

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
0011905	5/22/17- 5/22/18	27-17-009	AA TRI-M LOGISTICS LLC	30.00CR	.00	.00	.00	30.00CR
0011906	5/22/17- 5/22/18	27-17-009	TRI-M LOGISTICS LLC	30.00CR	.00	.00	.00	30.00CR
10042	4/01/17- 3/31/18	27-17-009	GEODIGITAL CONSULTING LLC	.00	2.20CR	.00	.00	2.20CR
10048	4/01/17- 3/31/18	27-17-009	PERFORMANCE WEIGHT LOSS &	20.00CR	2.40CR	.00	.00	22.40CR
10054	4/01/17- 3/31/18	27-17-009	PURE BARRE	20.00CR	2.60CR	.00	.00	22.60CR
10059	5/01/17- 4/30/18	27-17-009	ANOTHER BROKEN EGG CAFE;R	30.00CR	.00	.00	.00	30.00CR
10114	6/01/17- 5/31/18	27-17-009	FADE DOCTOR	30.00CR	.00	.00	.00	30.00CR
10271	4/01/17- 3/31/18	27-17-009	MEDI-SURGE MEDICAL & OFFI	20.00CR	2.20CR	.00	.00	22.20CR
10284	4/01/17- 3/31/18	27-17-009	IRVING EYE CARE LLC	30.00CR	3.60CR	.00	.00	33.60CR
10294	5/01/17- 4/30/18	27-17-009	WEIGHT WATCHERS	30.00CR	.00	.00	.00	30.00CR
10298	5/01/17- 4/30/18	27-17-009	NORTH PARK LEARNING CENTER	36.00CR	.00	.00	.00	36.00CR
10326	6/01/17- 5/31/18	27-17-009	EMMANUEL MEDICAL CLINIC	20.00CR	.00	.00	.00	20.00CR
10327	6/01/17- 5/31/18	27-17-009	NELL WYATT REAL ESTATE	20.00CR	.00	.00	.00	20.00CR
10365	7/01/17- 6/30/18	27-17-009	JOHN L HENSON, DMD	20.00CR	.00	.00	.00	20.00CR
10371	7/01/17- 6/30/18	27-17-009	STUDIO B UPHOLSTERY	30.00CR	.00	.00	.00	30.00CR
10383	5/01/17- 4/30/18	27-17-009	SUZANNE B RUSSELL LPC PLL	20.00CR	2.40CR	.00	.00	22.40CR
5417	6/01/17- 5/31/18	27-17-009	KRISPY KREME DOUGHNUTS #2	123.00CR	.00	.00	.00	123.00CR
5525	6/01/17- 5/31/18	27-17-009	FIRST BAPTIST CHURCH DAY	30.00CR	.00	.00	.00	30.00CR
5593	6/01/17- 5/31/18	27-17-009	GOOD EARTH FUNDING, INC.	30.00CR	.00	.00	.00	30.00CR
5636	7/01/17- 6/30/18	27-17-009	AMERICAN DISCOUNT CLEANER	30.00CR	.00	.00	.00	30.00CR
5883	7/01/17- 6/30/18	27-17-009	ALLEGREZZA TRAILER PARK	20.00CR	.00	.00	.00	20.00CR
6208	7/01/17- 6/30/18	27-17-009	CUPS COFFEE ROASTERS	20.00CR	.00	.00	.00	20.00CR
6213	7/01/17- 6/30/18	27-17-009	D CLARK STRANGE DMD P A	20.00CR	.00	.00	.00	20.00CR
6317	6/01/17- 5/31/18	27-17-009	TRACE CLEANERS	36.00CR	.00	.00	.00	36.00CR
6357	6/01/17- 5/31/18	27-17-009	PEAR ORCHARD APARTMENTS	30.00CR	.00	.00	.00	30.00CR
6785	5/01/17- 4/30/18	27-17-009	PROFESSIONAL EYECARE ASSO	30.00CR	.00	.00	.00	30.00CR
6818	5/01/17- 4/30/18	27-17-009	T S C INC	42.00CR	.00	.00	.00	42.00CR
6821	4/01/17- 3/31/18	27-17-009	THE NATURAL HEALTH PROJEC	33.00CR	3.96CR	.00	.00	36.96CR
6873	6/01/17- 5/31/18	27-17-009	MARKOW WALKER REEVES ANDE	126.00CR	.00	.00	.00	126.00CR
6895	6/01/17- 5/31/18	27-17-009	RIDGELAND TAEKWONDO	20.00CR	.00	.00	.00	20.00CR
6901	6/01/17- 5/31/18	27-17-009	MISSISSIPPI RAINBOW PRINT	30.00CR	.00	.00	.00	30.00CR
6962	7/01/17- 6/30/18	27-17-009	PINNACLE RESTAURANT CORP	30.00CR	.00	.00	.00	30.00CR
7062	5/01/17- 4/30/18	27-17-009	MCALISTER'S DELI OF RIDGE	96.00CR	11.52CR	.00	.00	107.52CR
7375	7/01/17- 6/30/18	27-17-009	HUGH C MCWHORTER & COMPAN	20.00CR	.00	.00	.00	20.00CR
7396	7/01/17- 6/30/18	27-17-009	GSK MECHANICAL	30.00CR	.00	.00	.00	30.00CR
7565	5/01/17- 4/30/18	27-17-009	TRACE GRILL, THE	45.00CR	.00	.00	.00	45.00CR
7584	6/01/17- 5/31/18	27-17-009	MISSISSIPPI STATE MEDICAL	57.00CR	.00	.00	.00	57.00CR
7599	7/01/17- 6/30/18	27-17-009	CURTIS PERRYS REPAIR & MA	20.00CR	.00	.00	.00	20.00CR
7825	6/01/17- 5/31/18	27-17-009	REAL ESTATE PARTNERS	20.00CR	.00	.00	.00	20.00CR
7869	7/01/17- 6/30/18	27-17-009	MCINVALE HEATING & AIR IN	57.00CR	.00	.00	.00	57.00CR
7982	6/01/17- 5/31/18	27-17-009	BUFFALO WILD WINGS GRILL	48.00CR	.00	.00	.00	48.00CR
8023	6/01/17- 5/31/18	27-17-009	A C S STATE HEALTHCARE LL	150.00CR	.00	.00	.00	150.00CR
8122	7/01/17- 6/30/18	27-17-009	CROWN CASTLE	20.00CR	.00	.00	.00	20.00CR
8139	7/01/17- 6/30/18	27-17-009	ELIZABETH H PERRY MD PA	20.00CR	.00	.00	.00	20.00CR
8185	12/01/16-11/30/17	27-17-009	HOME AWAY FROM HOME DAYCA	20.00CR	3.40CR	.00	.00	23.40CR
8327	6/01/17- 5/31/18	27-17-009	INSPECT IT LIKE A GIRL	30.00CR	.00	.00	.00	30.00CR

6/05/2017 3:16 PM		L I C E N S E P A Y M E N T R E P O R T					PAGE: 3	
LICENSES: THRU ZZZZZZZZZZ		SORTED BY: CODE			PAYMENT DATES: 5/01/2017 TO 5/31/2017			
===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
8378	5/01/17- 4/30/18	27-17-009	SECORP INDUSTRIES PARTNER	42.00CR	.00	.00	.00	42.00CR
8487	7/01/17- 6/30/18	27-17-009	KOSMOS HAIR DESIGNERS	30.00CR	.00	.00	.00	30.00CR
8599	3/01/17- 2/28/18	27-17-009	MORTGAGE 1ST INC	20.00CR	2.60CR	.00	.00	22.60CR
8642	4/01/17- 3/31/18	27-17-009	ELITE PRINTING DESIGN	20.00CR	2.60CR	.00	.00	22.60CR
8705	7/01/17- 6/30/18	27-17-009	GARY REES REAL ESTATE	20.00CR	.00	.00	.00	20.00CR
8796	6/01/17- 5/31/18	27-17-009	SOUTHGROUP INSURANCE	54.00CR	.00	.00	.00	54.00CR
8920	6/01/17- 5/31/18	27-17-009	D & M LAWN MAINTENANCE L	20.00CR	.00	.00	.00	20.00CR
9104	3/01/17- 2/28/18	27-17-009	EVERSOLE GROUP LLC, THE	30.00CR	3.90CR	.00	.00	33.90CR
9149	6/01/17- 5/31/18	27-17-009	GEAR TECH HEAVY DUTY	20.00CR	.00	.00	.00	20.00CR
9162	6/01/17- 5/31/18	27-17-009	220 MINI STORAGE	20.00CR	.00	.00	.00	20.00CR
9169	6/01/17- 5/31/18	27-17-009	L W PROPERTIES LLC	20.00CR	.00	.00	.00	20.00CR
9170	6/01/17- 5/31/18	27-17-009	TROTTI GENERAL CONSTRUCTI	20.00CR	.00	.00	.00	20.00CR
9409	6/01/17- 5/31/18	27-17-009	KYOTO JAPANESE STEAK HOUS	30.00CR	.00	.00	.00	30.00CR
9410	6/01/17- 5/31/18	27-17-009	ID GROUP INC	60.00CR	.00	.00	.00	60.00CR
9411	6/01/17- 5/31/18	27-17-009	SIGNATURE OCCASIONS LLC	20.00CR	.00	.00	.00	20.00CR
9473	9/01/16- 8/31/17	27-17-009	CHOICES HAIR SALON	20.00CR	5.70CR	.00	.00	25.70CR
9519	3/01/17- 2/28/18	27-17-009	NEWKS EXPRESS CAFE	30.00CR	3.90CR	.00	.00	33.90CR
9520	7/01/17- 6/30/18	27-17-009	PELICAN COVE GRILL LLC	30.00CR	.00	.00	.00	30.00CR
9585	3/01/17- 2/28/18	27-17-009	BAILEY EDUCATION GROUP LL	36.00CR	4.68CR	.00	.00	40.68CR
9607	5/01/17- 4/30/18	27-17-009	BARNETTES SALON	42.00CR	.00	.00	.00	42.00CR
9608	5/01/17- 4/30/18	27-17-009	AQUA THE DAY SPA	54.00CR	5.94CR	.00	.00	59.94CR
9610	6/01/17- 5/31/18	27-17-009	WHITTEN GROUP, THE	20.00CR	.00	.00	.00	20.00CR
9614	5/01/17- 4/30/18	27-17-009	DOG SPOT PET GROOMING LLC	20.00CR	.00	.00	.00	20.00CR
9619	6/01/17- 5/31/18	27-17-009	K J L H SITTING CAREGIVER	20.00CR	.00	.00	.00	20.00CR
9649	5/01/17- 4/30/18	27-17-009	FIELD OF DREAMS CONCESSIO	20.00CR	.00	.00	.00	20.00CR
9650	5/01/17- 4/30/18	27-17-009	FIELD OF DREAMS CONCESSIO	20.00CR	.00	.00	.00	20.00CR
9806	3/01/17- 2/28/18	27-17-009	BB'S AFRICIAN HAIR BRAIDI	30.00CR	3.90CR	.00	.00	33.90CR
9835	5/01/17- 4/30/18	27-17-009	OBERT LAW GROUP P A	20.00CR	.00	.00	.00	20.00CR
9850	5/01/17- 4/30/18	27-17-009	A T & T MOBILITY	20.00CR	.00	.00	.00	20.00CR
9897	6/01/17- 5/31/18	27-17-009	A X A ADVISORS LLC	39.00CR	.00	.00	.00	39.00CR
0010777	5/01/17- 4/30/18	27-17-365	FAST FILL #4 LLC	20.00CR	2.40CR	.00	.00	22.40CR
0010788	7/01/17- 6/30/18	27-17-365	AUTO ZONE #4903	250.00CR	.00	.00	.00	250.00CR
0010805	6/01/17- 5/31/18	27-17-365	SPRUCE	20.00CR	.00	.00	.00	20.00CR
0010807	6/01/17- 5/31/18	27-17-365	HIGHWAY 51 CHEVRON, INC.	92.50CR	.00	.00	.00	92.50CR
0010921	7/01/17- 6/30/18	27-17-365	FORTRESS GROUP, THE	20.00CR	.00	.00	.00	20.00CR
0011027	5/01/17- 4/30/18	27-17-365	HEEALTHWAY NUTRITION CENT	40.00CR	4.80CR	.00	.00	44.80CR
0011390	6/01/17- 5/31/18	27-17-365	IEH AUTO PARTS LLC	200.00CR	.00	.00	.00	200.00CR
0011427	2/01/17- 1/31/18	27-17-365	VETGUARD MEDICAL SUPPLY,	20.00CR	2.86CR	.00	.00	22.86CR
0011428	6/01/17- 5/31/18	27-17-365	NUYOU, LLC	75.00CR	.00	.00	.00	75.00CR
0011473	12/10/16-12/09/17	27-17-365	FAT CAT ART CAFE	20.00CR	3.00CR	.00	.00	23.00CR
0011557	4/01/17- 3/31/18	27-17-365	FLEX ENTERPRISE, LLC	20.00CR	.00	.00	.00	20.00CR
0011608	5/18/17- 5/17/18	27-17-365	MATERIAL GIRLS, LLC HQ	20.00CR	.00	.00	.00	20.00CR
0011650	5/16/17- 5/15/18	27-17-365	POSH BUMP	92.50CR	.00	.00	.00	92.50CR
0011882	5/01/17- 4/30/18	27-17-365	ONCE UPON A CHILD	20.00CR	.00	.00	.00	20.00CR
0011891	5/15/17- 5/15/18	27-17-365	MISSISSIPPI FARM TABLES	20.00CR	.00	.00	.00	20.00CR
0011894	5/25/17- 5/25/18	27-17-365	FROLIC BOUTIQUE	20.00CR	.00	.00	.00	20.00CR

===== PAYMENT DISTRIBUTION =====								
LICENSE	PERIOD	CODE	ISSUED TO	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
0011898	4/01/17- 3/31/18	27-17-365	SHADY DEAL LLC	20.00CR	2.40CR	.00	.00	22.40CR
0011907	5/21/17- 5/21/18	27-17-365	HIPSTERS LLC	20.00CR	.00	.00	.00	20.00CR
10016	6/01/17- 5/31/18	27-17-365	KIRK AND COMPANY DBA GNC	25.00CR	.00	.00	.00	25.00CR
10305	5/01/17- 4/30/18	27-17-365	SMITH MARINE	25.00CR	.00	.00	.00	25.00CR
10312	5/01/17- 4/30/18	27-17-365	C P S POOLS & SPAS INC	32.50CR	3.58CR	.00	.00	36.08CR
10328	6/01/17- 5/31/18	27-17-365	MAZDA OF RIDGELAND	62.50CR	.00	.00	.00	62.50CR
5416	3/01/17- 2/28/18	27-17-365	LENSCRAFTERS #273	40.00CR	5.60CR	.00	.00	45.60CR
5644	6/01/17- 5/31/18	27-17-365	RITE AID #7210	340.00CR	.00	.00	.00	340.00CR
5767	6/01/17- 5/31/18	27-17-365	CALLAWAYS YARD & GARDEN C	40.00CR	.00	.00	.00	40.00CR
5827	5/01/17- 4/30/18	27-17-365	FRESH WAY PRODUCE	92.50CR	11.00CR	.00	.00	103.50CR
6334	7/01/17- 6/30/18	27-17-365	UNDERGROUND #10 INC	20.00CR	.00	.00	.00	20.00CR
6523	6/01/17- 5/31/18	27-17-365	QUALITY CHEMICAL & SUPPLY	50.00CR	.00	.00	.00	50.00CR
6856	7/01/17- 6/30/18	27-17-365	PRECISION ELECTRONICS SER	20.00CR	.00	.00	.00	20.00CR
7048	6/01/17- 5/31/18	27-17-365	RACK ROOM SHOES	150.00CR	.00	.00	.00	150.00CR
7332	5/01/17- 4/30/18	27-17-365	GATEWAY TIRE & SERVICE CE	62.50CR	.00	.00	.00	62.50CR
8280	6/01/17- 5/31/18	27-17-365	SKYHAWKE TECHNOLOGIES LLC	1,840.00CR	.00	.00	.00	1,840.00CR
8676	5/01/17- 4/30/18	27-17-365	NEBLETT'S FRAME OUTLETS IN	25.00CR	.00	.00	.00	25.00CR
8892	5/01/17- 4/30/18	27-17-365	CHARLOTTE RUSSE #377	50.00CR	.00	.00	.00	50.00CR
8908	6/01/17- 5/31/18	27-17-365	JADE	75.00CR	.00	.00	.00	75.00CR
9465	4/01/17- 3/31/18	27-17-365	MERLE NORMAN	20.00CR	.00	.00	.00	20.00CR
0011902	5/22/17- 5/21/18	27-27-301	TRIFORCE VENDING	20.00CR	.00	.00	.00	20.00CR
0011880	5/02/17- 5/04/17	GARAGE	JENKINS, MARKITA C	2.50CR	.00	.00	.00	2.50CR
0011881	5/02/17- 5/04/17	GARAGE	SUNNYBROOK CHILDREN'S HOM	2.50CR	.00	.00	.00	2.50CR
0011886	5/05/17- 5/07/17	GARAGE	EADES, C ERIC	2.50CR	.00	.00	.00	2.50CR
0011892	5/12/17- 5/14/17	GARAGE	GULLEDGE, FRANCES WALTON	2.50CR	.00	.00	.00	2.50CR
0011893	5/20/17- 5/20/17	GARAGE	MCCALMAN, SUSAN B	2.50CR	.00	.00	.00	2.50CR
0011741	1/01/17-12/31/17	JE	MILNER, WILLIAM	25.00CR	25.00CR	.00	.00	50.00CR
0011885	5/05/17-12/31/17	ME	RENFROE, JAMES	25.00CR	.00	.00	.00	25.00CR
CTR0217	1/01/17-12/31/17	ME	KING, DAVID O.	25.00CR	25.00CR	.00	.00	50.00CR
0011525	1/01/17-12/31/17	MM	MITCHELL, JOHNNY	25.00CR	25.00CR	.00	.00	50.00CR
CTR0285	1/01/17-12/31/17	MM	RUSH, CHARLES	25.00CR	.00	.00	.00	25.00CR

RECORD TOTAL		INPUT TOTAL	FEE TOTAL	PENALTY TOTAL	TAX TOTAL	INTEREST TOTAL	GRAND TOTAL__	
169			8,412.50CR	197.34CR			8,609.84CR	

** LICENSE CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====				
LICENSE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
27-17-009	SERVICE BUSINESSES	122	4,295.00CR	86.70CR		4,381.70CR
27-17-365	RETAIL/WHOLESALE BUSINESSES	36	3,960.00CR	35.64CR		3,995.64CR
27-27-301	VENDING MACHINES	1	20.00CR			20.00CR
GARAGE	GARAGE SALE	5	12.50CR			12.50CR
JE	JOURNEYMAN ELECTRICAL	1	25.00CR	25.00CR		50.00CR
ME	MASTER ELECTRICIAN	2	50.00CR	25.00CR		75.00CR
MM	MASTER MECHANICAL	2	50.00CR	25.00CR		75.00CR
TOTAL			8,412.50CR	197.34CR		8,609.84CR

** REPORT CODE TOTALS **

REPORT CODE	DESCRIPTION	FEE	===== PAYMENT DISTRIBUTION =====				TOTAL PAID
				PENALTY	TAX	INTEREST	
*****	INVALID	76	4,960.00CR	66.40CR			5,026.40CR
236220	Commercial and Institutional B	1	30.00CR				30.00CR
238220	Plumbing Heating and Air-Condi	2	128.00CR				128.00CR
238990	All Other Specialty Trade Cont	39	1,286.00CR	95.70CR			1,381.70CR
337211	Wood Office Furniture Manufact	1	20.00CR				20.00CR
423460	Ophthalmic Goods Merchant Whol	2	60.00CR	8.00CR			68.00CR
423490	Other Professional Equipment a	1	20.00CR	2.86CR			22.86CR
424490	Other Grocery and Related Prod	1	40.00CR	4.80CR			44.80CR
441310	Automotive Parts and Accessori	1	200.00CR				200.00CR
446120	Cosmetics Beauty Supplies and	1	20.00CR				20.00CR
446191	Food (Health) Supplement Store	1	75.00CR				75.00CR
448120	Women's Clothing Stores	1	20.00CR				20.00CR
451120	Hobby Toy and Game Stores	1	20.00CR	3.00CR			23.00CR
453310	Used Merchandise Stores	1	20.00CR				20.00CR
454111	Electronic Shopping	1	20.00CR				20.00CR
454210	Vending Machine Operators	1	20.00CR				20.00CR
454390	Other Direct Selling Establish	11	655.00CR	5.98CR			660.98CR
511110	Newspaper Publishers	1	20.00CR				20.00CR
531311	Residential Property Managers	1	30.00CR				30.00CR
541110	Offices of Lawyers	2	40.00CR	2.20CR			42.20CR
541611	Administrative Management and	1	150.00CR				150.00CR
621320	Offices of Optometrists	1	20.00CR				20.00CR
621910	Ambulance Services	1	36.00CR				36.00CR
623311	Continuing Care Retirement Com	1	150.00CR				150.00CR
624410	Child Day Care Services	1	20.00CR				20.00CR
713940	Fitness and Recreational Sport	1	20.00CR				20.00CR
721110	Hotels (except Casino Hotels)	3	90.00CR				90.00CR
722511	FULL-SERVICE RESTAURANTS	2	50.00CR				50.00CR
722515	NONALCOHOLIC BEVERAGE BARS	1	50.00CR				50.00CR
811490	Other Personal and Household G	1	20.00CR				20.00CR
812112	Beauty Salons	3	70.00CR	2.40CR			72.40CR
812199	Other Personal Care Services	2	40.00CR	6.00CR			46.00CR
814110	Private Households	5	12.50CR				12.50CR
TOTAL			8,412.50CR	197.34CR			8,609.84CR

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: CODE

PAYMENT DATES: 5/01/2017 TO 5/31/2017

** FEE CODE TOTALS **

		===== PAYMENT DISTRIBUTION =====				
FEE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
27-17-009	SERVICE BUSINESS	94	2,190.00CR	60.60CR		2,250.60CR
27-17-009C	SERVICE BUSINESSES OVER 10	27	2,055.00CR	26.10CR		2,081.10CR
27-17-365	RETAIL/WHOLESALE BUSINESSES	37	4,010.00CR	35.64CR		4,045.64CR
27-27-301F	VENDING MACHINES MORE THAN 20	1	20.00CR			20.00CR
CON-01	JOURNEYMAN ELECTRICAL	1	25.00CR	25.00CR		50.00CR
CON-05	MASTER MECHANICAL	2	50.00CR	25.00CR		75.00CR
CON-06	MASTER ELECTRICIAN	2	50.00CR	25.00CR		75.00CR
GAR-01	GARAGE SALE	5	12.50CR			12.50CR
TOTAL			8,412.50CR	197.34CR		8,609.84CR

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: CODE

PAYMENT DATES: 5/01/2017 TO 5/31/2017

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-000-220	PRIVILEGE LICENSES	8,377.34CR
001-000-223	OTHER PERMITS	32.50CR
001-000-230	CONTRACTORS LICENSE	200.00CR
099-000-008	POOLED CASH	8,609.84

REPORT SELECTION CRITERIA

REPORT SELECTION

LICENSES: THRU ZZZZZZZZZZ
EFFECTIVE DATES: 0/00/0000 TO 99/99/9999
EXPIRATION DATES: 0/00/0000 TO 99/99/9999
PAYMENT DATES: 5/01/2017 TO 5/31/2017
LICENSE CODES: All
REPORT CODES: All
FEE CODES: All

PRINT OPTIONS

SEQUENCE: CODE
REPORT TYPE: SUMMARY
REVERSE PAYMENTS: YES

END OF REPORT

Memorandum of Understanding

STP-6945-00(009) LPA / 107557-701000
East Lake Harbour Drive Rehabilitation
Ridgeland, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the City of Ridgeland (hereinafter referred to as the "LPA"), for the purpose of establishing the conditions under which the LPA may utilize Surface Transportation Block Grant funds and to specify acts required to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the LPA has announced its intentions to rehabilitate and pave East Lake Harbour Drive for 1.3 miles from approximately Northpark Drive to Breakers Lane ; (hereinafter referred to as the "PROJECT"), and the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, it is anticipated that approximately \$ 1,712,000 in federal funds (80% federal match and 20% local match) are available for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before not applicable . The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements related to the above-described PROJECT unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION enter into this Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT, and agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

- A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. The LPA shall follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out.
3. The LPA shall submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. The LPA shall be responsible for all maintenance and operation of the PROJECT during and after completion so that the federal investment in the PROJECT is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of project funds through all available legal actions.
5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.
6. The LPA agrees that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the PROJECT. Payments to railroads, their consultants or contractors, for work included in the PROJECT, may be made by MDOT, in its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the PROJECT.
8. The LPA shall be solely responsible for payment of any and all funds required to complete the PROJECT, over and above the available federal aid funds for the PROJECT.
9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and

codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for a project including press releases; materials for groundbreakings, ribbon cuttings or other public events; and any other public information or media resources by notifying the MDOT Public Affairs Division, 601-359-7074, comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this project.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, may be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

7. In its discretion, make payments to railroad companies, their consultants or contractors for work on railroads included in the PROJECT. The payments made shall come from project funds obligated for the PROJECT.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

1. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure to deal with all storm water issues as defined in the permit and/or PDM.

10. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.

11. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

F. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the PROJECT, then MDOT time may be charged to the PROJECT. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the PROJECT may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Mayor
Ridgeland, MS
P.O. Box 217
Ridgeland, MS 39158
Phone: (601) 856-7113
Fax: (601) 856-7819

For Technical Matters:

COMMISSION:

District LPA Coordinator – District 5
MDOT
P.O. Box 90
Newton, MS 39345
Phone: (601) 683-3341
Fax: (601) 683-7030

LPA:

Public Works Director
Ridgeland, MS
P.O. Box 217
Ridgeland, MS 39158
Phone: (601) 853-2027

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Ridgeland, Mississippi

Gene F. McGee, Mayor

Attested:

City Clerk

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*
				NUMBER DATE AMOUNT
01-61100	RIDGELAND TOURISM COMMISS	138662	TOURISM TAX TOURISM TAX	I 201705221845 5/15/2017 147,550.41 001-000-101 147,550.41
				=====
				TOTAL = 147,550.41
				=====

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03495	MISS DEPARTMENT OF REVENUE	138663	APRIL 2017 SALES TAX	I 201705221846	5/15/2017	4,748.84
			APRIL 2017 SALES TAX	001-000-104	10.50	
			APRIL 2017 SALES TAX	400-000-111	4,738.34	
					TOTAL =	4,748.84

FUND		FUND TOTALS	TOTAL
001	GENERAL FUND		147,560.91
400	PUBLIC UTILITIES FUND		4,738.34
		TOTALS FOR ALL FUNDS =	152,299.25

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*	NUMBER	DATE	AMOUNT	CONT
01-01558	AMERICA'S CHOICE CHEMICAL	138674	ORANGE ASPHALT CLEANER ORANGE ASPHALT CLEANER	I 12544 001-201-575		5/22/2017 3,298.90	3,298.90	CONT
01-04660	ANDERSON, MERRELL	138675	9 GAMES @ \$20 MAY 15, 16, 18 9 GAMES @ \$20 MAY 15, 16, 18	I 201705311856 001-340-690		5/18/2017 180.00	180.00	
01-04660	ANDERSON, MERRELL	138676	3 GAMES @ \$20 MAY 25 3 GAMES @ \$20 MAY 25	I 201705311857 001-340-690		5/25/2017 60.00	60.00	
01-01944	ATMOS ENERGY	138677	3013046088:04-25-17 - 05-23-17 3013046088:04-25-17 - 05-23-17	I 201706011882 001-160-630		5/23/2017 86.85	86.85	
01-03925	BANCORPSOUTH EQUIPMENT FI	138678	LEASE FOR WHEEL LOADER LEASE FOR WHEEL LOADER	I 27A 001-450-827		5/30/2017 1,744.00	1,744.00	
01-03426	BASS, NOELL	138679	ADV TRAV: 06-12-17 - 06-16-17 ADV TRAV: 06-12-17 - 06-16-17	I 201706011883 001-100-610		5/22/2017 235.75	235.75	
01-00717	BEST BUY	138680	SUPPLIES CREDIT RET'D CHROMEB	C 2732596 001-340-540		5/15/2017 222.99CR	222.99CR	
01-00717	BEST BUY	138681	SUPPLIES CHROME BOOK CHROME BOOK	I 2722687 001-340-540 001-340-540		5/04/2017 299.00 222.99	521.99	
01-00717	BEST BUY	138682	SUPPLIES WIRELESS MOUSE	I 2722689 001-340-540		5/04/2017 19.99	19.99	
01-05152	HOWARD BETHANY JR	138683	6 GAMES @ \$20 MAY 15 & 17 6 GAMES @ \$20 MAY 15 & 17	I 201705311858 001-340-690		5/17/2017 120.00	120.00	
01-05152	HOWARD BETHANY JR	138684	3 GAMES @ \$20 MAY 25 3 GAMES @ \$20 MAY 25	I 201705311859 001-340-690		5/25/2017 60.00	60.00	
01-07820	BOURDIN, WENDY	138685	ACT TRAV: 05-25-17 - 05-28-17 ACT TRAV: 05-25-17 - 05-28-17	I 201706011885 001-340-610		5/17/2017 188.60	188.60	
01-02258	BRACEY, RICKY	138686	ADV TRAV: 06-12-17 - 06-16-17 ADV TRAV: 06-12-17 - 06-16-17	I 201706011884 001-100-610		5/30/2017 235.75	235.75	
01-01767	BRENNTAG MID SOUTH	138687	150lb CHLORINE 150lb CHLORINE	I BMS649966 400-650-575		5/10/2017 1,237.50	1,237.50	
01-01784	BROOKS, PERCY	138688	9 GAMES @ \$20 MAY 15, 16 & 18 9 GAMES @ \$20 MAY 15, 16 & 18	I 201705311860 001-340-690		5/18/2017 180.00	180.00	
01-01784	BROOKS, PERCY	138689	3 GAMES @ \$20 MAY 25 3 GAMES @ \$20 MAY 25	I 201705311861 001-340-690		5/25/2017 60.00	60.00	
01-03797	BROWN, EDDIE LEE	138690	6 GAMES @ \$20 MAY 15 & 16 6 GAMES @ \$20 MAY 15 & 16	I 201705311862 001-340-690		5/16/2017 120.00	120.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03797	BROWN, EDDIE LEE	138691	3 GAMES @ \$20 MAY 25 3 GAMES @ \$20 MAY 25	I 201705311863 001-340-690	5/25/2017 60.00	60.00
01-02311	BUFKIN MECHANICAL, INC	138692	MINI SPLITS MINI SPLITS (LABOR/SERV) MINI SPLITS (EQUIP./MATER	I 71657-1 001-340-720 001-340-720	5/01/2017 1,950.00 3,000.00	4,950.00
01-04485	BUTLER SNOW	138693	CONTINUING DISCLOSURE SERVICES I CONTINUING DISCLOSURE SERVICES	10153255 001-040-601	3/31/2017 3,000.00	3,000.00
01-03826	C SPIRE WIRELESS	138694	0002596490:04-08-17 - 05-07-17 0002596490:04-08-17 - 05-07-17	I 201706011889 001-340-605	5/07/2017 1,911.30	1,911.30
01-03826	C SPIRE WIRELESS	138695	0031656019:04-23-17 - 05-22-17 0031656019:04-23-17 - 05-22-17	I 201706011890 001-020-605	5/22/2017 50.27	50.27
01-03826	C SPIRE WIRELESS	138696	0031656041 04-23-17 - 05-22-17 0031656041 04-23-17 - 05-22-17 0031656041 04-23-17 - 05-22-17 0031656041 04-23-17 - 05-22-17 0031656041 04-23-17 - 05-22-17 0031656041 04-23-17 - 05-22-17	I 201706011891 001-020-605 001-042-605 001-080-605 001-092-605 001-093-605	5/22/2017 273.52 168.92 50.47 19.84 50.27	563.02
01-03826	C SPIRE WIRELESS	138697	0031656076:04-23-17 - 05-22-17 0031656076:04-23-17 - 05-22-17	I 201706011892 001-160-605	5/22/2017 220.64	220.64
01-03826	C SPIRE WIRELESS	138698	0031656124:04-23-17 - 05-22-17 0031656124:04-23-17 - 05-22-17	I 201706011893 001-180-605	5/22/2017 402.16	402.16
01-04307	CARD SERVICES CENTER	138699	04-10-17 - 05-10-17 CHARGES 04-10-17 - 05-10-17 CHARGES 04-10-17 - 05-10-17 CHARGES 04-10-17 - 05-10-17 CHARGES	I 201706011887 001-020-610 001-093-610 001-160-610	5/10/2017 818.49 229.12 2,281.50	3,329.11
01-03640	CAROUSEL INDUSTRIES OF NO	138700	MAINTENANCE CREDIT MAINTENANCE CREDIT MAINTENANCE CREDIT MAINTENANCE CREDIT MAINTENANCE CREDIT MAINTENANCE CREDIT MAINTENANCE CREDIT MAINTENANCE CREDIT MAINTENANCE CREDIT	C 549298 001-010-635 001-020-635 001-040-635 001-100-635 001-160-635 001-180-635 001-201-635 001-340-635 400-650-635	4/08/2017 58.71CR 16.00CR 64.05CR 160.13CR 96.08CR 53.38CR 21.35CR 37.36CR 26.69CR	533.75CR
01-03640	CAROUSEL INDUSTRIES OF NO	138701	02-27-16 - 06-26-17 COTERM 02-27-16 - 06-26-17 COTERM 02-27-16 - 06-26-17 COTERM 02-27-16 - 06-26-17 COTERM 02-27-16 - 06-26-17 COTERM 02-27-16 - 06-26-17 COTERM	I 1954487 001-010-635 001-020-635 001-040-635 001-100-635 001-160-635	1/02/2017 251.27 71.79 269.20 682.01 399.72	2,248.32

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03640	CAROUSEL INDUSTRIES OF NO	138701	02-27-16 - 06-26-17 COTERM	I 1954487	1/02/2017	2,248.32
			02-27-16 - 06-26-17 COTERM	001-180-635	215.37	
			02-27-16 - 06-26-17 COTERM	001-201-635	89.74	
			02-27-16 - 06-26-17 COTERM	001-340-635	161.53	
			02-27-16 - 06-26-17 COTERM	400-650-635	107.69	
01-03640	CAROUSEL INDUSTRIES OF NO	138702	07-01-17 - 06-30-18 SUPPORT	I 2038961	5/19/2017	268.38
			07-01-17 - 06-30-18 SUPPORT	001-010-635	0.00	
			07-01-17 - 06-30-18 SUPPORT	001-020-635	8.94	
			07-01-17 - 06-30-18 SUPPORT	001-040-635	44.75	
			07-01-17 - 06-30-18 SUPPORT	001-100-635	89.40	
			07-01-17 - 06-30-18 SUPPORT	001-160-635	26.85	
			07-01-17 - 06-30-18 SUPPORT	001-180-635	26.85	
			07-01-17 - 06-30-18 SUPPORT	001-201-635	8.94	
			07-01-17 - 06-30-18 SUPPORT	001-340-635	35.80	
			07-01-17 - 06-30-18 SUPPORT	400-650-635	26.85	
01-04109	CARTER, ALVIN	138703	3 GAMES @ \$20 MAY 15	I 201705311877	5/15/2017	60.00
			3 GAMES @ \$20 MAY 15	001-340-690	60.00	
01-12050	CENTRAL PIPE SUPPLY INC	138704	PURPLE CREEK SEWER LINE	I S100095351.001	5/04/2017	4,188.90
			CENTER/RE SS CASING	400-650-760	3,276.00	
			WRAP AROUND & SEAL	400-650-760	186.90	
			27"X10" SMITH BLAIR	400-650-760	726.00	
01-12050	CENTRAL PIPE SUPPLY INC	138705	PURPLE CREEK SEWER LINE	I S100095351.002	4/25/2017	30,382.29
			WALL STEEL CASING	400-650-760	30,382.29	
01-12050	CENTRAL PIPE SUPPLY INC	138706	WATER PARTS	I S100098930.001	5/02/2017	2,745.25
			12X6 TAPPING SLEEVE	400-650-575	1,442.00	
			2" TURBO	400-650-575	875.00	
			1 MALE ADAPTER	400-650-575	98.40	
			1 90 ELL	400-650-575	50.20	
			1" SLEEVE	400-650-575	76.75	
			1" UNION	400-650-575	65.50	
			1 X 3/4 BUSHING	400-650-575	20.40	
			1" SCH 80 PIPE	400-650-575	117.00	
01-12050	CENTRAL PIPE SUPPLY INC	138707	WATER PARTS	I S100098930.002	5/12/2017	2,188.00
			2" COMPOUND METER	400-650-575	1,555.00	
			STRAINER	400-650-575	343.00	
			WATER PARTS	400-650-575	290.00	
01-02882	CHAPIN, KELLY	138708	ADV TRAV: 06-12-17 - 06-16-17	I 201706011886	5/22/2017	235.75
			ADV TRAV: 06-12-17 - 06-16-17	001-100-610	235.75	
01-13025	CINTAS CORPORATION LOC #2	138709	04448	I 10336671	5/09/2017	241.05
			04448	001-201-535	241.05	
01-13025	CINTAS CORPORATION LOC #2	138710	04450	I 10336672	5/09/2017	172.28
			04450	400-650-535	157.50	
			04450	404-650-535	14.78	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	138711 04448 04448		I 10336673 001-201-540	5/09/2017 2.59	2.59
01-13025	CINTAS CORPORATION LOC #2	138712 04450 04450		I 10336674 400-650-540	5/09/2017 47.32	47.32
01-13025	CINTAS CORPORATION LOC #2	138713 00025 00025		I 10336675 001-100-604	5/09/2017 278.56	278.56
01-13025	CINTAS CORPORATION LOC #2	138714 02147 02147		I 10338322 001-340-540	5/12/2017 37.76	37.76
01-13025	CINTAS CORPORATION LOC #2	138715 04052 04052		I 10338323 001-340-540	5/12/2017 43.49	43.49
01-13025	CINTAS CORPORATION LOC #2	138716 02148 02148 02148		I 10338324 001-180-540 400-650-540	5/12/2017 24.47 24.47	48.94
01-13025	CINTAS CORPORATION LOC #2	138717 04448 04448		I 10339707 001-201-535	5/16/2017 626.11	626.11
01-13025	CINTAS CORPORATION LOC #2	138718 04450 04450 04450		I 10339708 400-650-535 404-650-535	5/16/2017 167.36 14.78	182.14
01-13025	CINTAS CORPORATION LOC #2	138719 04448 04448		I 10339709 001-201-540	5/16/2017 2.59	2.59
01-13025	CINTAS CORPORATION LOC #2	138720 04450 04450		I 10339710 400-650-540	5/16/2017 47.32	47.32
01-13025	CINTAS CORPORATION LOC #2	138721 02147 02147		I 10341423 001-340-540	5/19/2017 37.76	37.76
01-13025	CINTAS CORPORATION LOC #2	138722 04052 04052		I 10341424 001-340-540	5/19/2017 43.49	43.49
01-13025	CINTAS CORPORATION LOC #2	138723 02148 02148 02148		I 10341425 001-180-540 400-650-540	5/19/2017 24.47 24.47	48.94
01-13025	CINTAS CORPORATION LOC #2	138724 04448 04448		I 10342830 001-201-535	5/23/2017 346.46	346.46
01-13025	CINTAS CORPORATION LOC #2	138725 04450 04450 04450		I 10342831 400-650-535 404-650-535	5/23/2017 246.44 14.78	261.22
01-13025	CINTAS CORPORATION LOC #2	138726 04448 04448		I 10342832 001-201-540	5/23/2017 2.59	2.59

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	138727	04450 04450	I 10342833 400-650-540	5/23/2017 47.32	47.32
01-13025	CINTAS CORPORATION LOC #2	138728	02147 02147	I 10344474 001-340-440	5/26/2017 37.76	37.76
01-13025	CINTAS CORPORATION LOC #2	138729	04052 04052	I 10344475 001-340-540	5/26/2017 43.49	43.49
01-13025	CINTAS CORPORATION LOC #2	138730	02148 02148 02148	I 10344476 001-180-540 400-650-540	5/26/2017 24.47 24.47	48.94
01-13025	CINTAS CORPORATION LOC #2	138731	04448 04448	I 10345830 001-201-535	5/30/2017 700.10	700.10
01-13025	CINTAS CORPORATION LOC #2	138732	04450 04450 04450	I 10345831 400-650-535 404-650-535	5/30/2017 170.23 14.78	185.01
01-13025	CINTAS CORPORATION LOC #2	138733	04448 04448	I 10345832 001-201-540	5/30/2017 2.59	2.59
01-13025	CINTAS CORPORATION LOC #2	138734	04450 04450	I 10345833 400-650-540	5/30/2017 47.32	47.32
01-13200	CITY OF JACKSON	138735	JUNE 2017 MADISON SEWAGE DISPO JUNE 2017 MADISON SEWAGE DISPO	I 201706011888 404-650-688	6/01/2017 154,471.95	154,471.95
01-13602	CLARION LEDGER	138736	LEGAL NOTICE ADVERTISEMENT LEGAL NOTICE ADVERTISEMENT	I 0005914744 378-601-760	4/30/2017 446.84	446.84
01-14370	CLYDE C SCOTT INSURANCE A	138737	RENEW CRIME COVERAGE RENEW CRIME COVERAGE	I 24106 001-092-625	5/11/2017 1,656.00	1,656.00
01-02440	COMCAST CABLE	138738	426510013: 05-19-17 - 06-18-17 426510013: 05-19-17 - 06-18-17	I 201706011896 001-201-604	5/17/2017 104.85	104.85
01-02660	COMCAST CABLE	138739	363920010: 05-01-17 - 05-31-17 363920010: 05-01-17 - 05-31-17	I 201706011894 001-160-604	4/29/2017 234.85	234.85
01-02660	COMCAST CABLE	138740	390552018: 05-01-17 - 05-31-17 390552018: 05-01-17 - 05-31-17	I 201706011895 001-160-604	4/29/2017 89.90	89.90
01-14825	COMMUNITY COFFEE COMPANY,	138741	COFFEE COFFEE	I 12246714359 001-340-540	5/23/2017 138.00	138.00
01-15000	CONSOLIDATED PIPE & SUPPL	138742	LIQUID SMOKE LIQUID SMOKE	I 0472619-000-000 400-650-540	5/04/2017 300.00	300.00
01-15250	CONTROL SYSTEMS INC	138743	SERVICE CALL	I 53939	5/05/2017	207.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*			CONT
				NUMBER	DATE	AMOUNT	
01-15250	CONTROL SYSTEMS INC	138743	SERVICE CALL SERVICE CALL	I 53939 400-650-603	5/05/2017 207.00	207.00	
01-15625	CORKERN SAFE & LOCK COMPA	138744	KEYS SERVICE CALL S/CYL DB LOCK CYL RELAY KEYS KEYS	I 13114 001-340-540 001-340-540 001-340-540 001-340-540 001-340-540	5/11/2017 70.00 60.00 30.00 208.00 69.00	437.00	
01-04766	CROWDER, JEANNA	138745	3 GAMES @ \$10 MAY 18 3 GAMES @ \$10 MAY 18	I 201705311878 001-340-690	5/18/2017 30.00	30.00	
01-04766	CROWDER, JEANNA	138746	3 GAMES @ \$10 MAY 25 3 GAMES @ \$10 MAY 25	I 201705311879 001-340-690	5/25/2017 30.00	30.00	
01-17329	DAVIS REFRIGERATION & ELE	138747	ICE MACHINE SERVICE CALL ICE MACHINE SERVICE CALL	I 3442 400-650-635	5/01/2017 395.00	395.00	
01-17329	DAVIS REFRIGERATION & ELE	138748	ICE MACHINE SERVICE CALL ICE MACHINE SERVICE CALL	I 3443 001-201-635	5/01/2017 395.00	395.00	
01-17329	DAVIS REFRIGERATION & ELE	138749	FD-ICEMAKER REPAIR ICEMAKER REPAIR	I 3614 001-160-635	4/21/2017 208.01	208.01	
01-05187	DERRICK G. DAVIS	138750	REMITTANCE OF BOND FEE REMITTANCE OF BOND FEE	I 201706011897 001-000-122	5/22/2017 564.00	564.00	
01-17962	DEEP SOUTH SCUBA	138751	FD-REGULATOR REPAIR MK11 PARTS R190 PARTS LABOR LP INFLATOR HOSE HP HOSES	I 201705191844 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635	5/18/2017 60.00 22.00 100.00 24.00 56.00	262.00	
01-17962	DEEP SOUTH SCUBA	138752	FD-DIVE 20P ORING KIT SNORKEL KEEPERS TANK FACE ORINGS SNORKELS MASKS MKS/MK11 DIFFERENCE	I 201705311853 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635	5/08/2017 8.00 9.60 10.00 52.80 126.40 168.00	374.80	
01-18050	DELL MARKETING L.P.	138753	VLA DISKEEPER16 MAINT REN VLA DISKEEPER16 MAINT REN VLA DISKEEPER16 MAINT REN VLA DISKEEPER16 MAINT REN VLA DISKEEPER16 MAINT REN VLA DISKEEPER16 MAINT REN VLA DISKEEPER16 MAINT REN VLA DISKEEPER16 MAINT REN	I 10162272747 001-010-635 001-020-635 001-042-635 001-080-635 001-100-635 001-160-635 001-180-635 001-201-635	4/25/2017 221.20 47.40 284.40 31.60 960.69 355.66 205.40 110.67	2,612.02	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----*	INVOICE-----*
01-18050	DELL MARKETING L.P.	138753	VLA DISKEEPER16 MAINT REN	I 10162272747	DATE AMOUNT
			VLA DISKEEPER16 MAINT REN	001-340-635	252.80
			VLA DISKEEPER16 MAINT REN	400-650-635	142.20
01-03638	DELTA DENTAL INSURANCE CO	138754	25-1536700000: JUNE 2017	I BE002202466	6/01/2017 11,961.36
			25-1536700000: JUNE 2017	001-010-480	225.20
			25-1536700000: JUNE 2017	001-020-480	253.35
			25-1536700000: JUNE 2017	001-040-480	197.05
			25-1536700000: JUNE 2017	001-040-480	28.15
			25-1536700000: JUNE 2017	001-092-480	28.15
			25-1536700000: JUNE 2017	001-040-480	28.15
			25-1536700000: JUNE 2017	001-100-480	2,364.60
			25-1536700000: JUNE 2017	001-100-480	103.83
			25-1536700000: JUNE 2017	001-160-480	1,660.85
			25-1536700000: JUNE 2017	001-160-480	131.98
			25-1536700000: JUNE 2017	001-180-480	309.65
			25-1536700000: JUNE 2017	001-201-480	731.90
			25-1536700000: JUNE 2017	001-340-480	337.80
			25-1536700000: JUNE 2017	005-101-480	112.60
			25-1536700000: JUNE 2017	400-650-480	703.75
			25-1536700000: JUNE 2017	404-650-480	56.30
			25-1536700000: JUNE 2017	001-000-170	4,055.43
			25-1536700000: JUNE 2017	005-000-170	111.22
			25-1536700000: JUNE 2017	400-000-170	521.40
			25-1536700000: JUNE 2017	404-000-170	0.00
01-18475	DEPENDABLE PEST SERVICE I	138755	ANNUAL TERMITE INSPECTION	I 174272	5/15/2017 270.00
			ANNUAL TERMITE INSPECTION	001-092-637	270.00
01-18605	DEVINEY EQUIPMENT	138756	BOX BLADE	I IV29591	5/18/2017 218.69
			BOX BLADE	001-201-635	118.69
			FREIGHT	001-201-635	100.00
01-01993	DEVINEY RENTAL AND SUPPLY	138757	MOWER PARTS	I IV65510	5/15/2017 211.58
			OUTTER FILTER	001-201-635	25.39
			INNER FILTER	001-201-635	19.56
			CARTRIDGE	001-201-635	37.49
			OIL FILTER	001-201-635	12.25
			ASSY FILTER	001-201-635	48.58
			HST FILTER	001-201-635	68.31
01-01993	DEVINEY RENTAL AND SUPPLY	138758	MOWER PARTS	I IV65580	5/22/2017 116.42
			BLADE LEAVER	400-650-635	39.93
			BLADE LEAVER	400-650-635	39.93
			BUSHING	400-650-635	18.06
			OIL PLUG	400-650-635	6.12
			WASHER	400-650-635	2.38
			FREIGHT	400-650-635	10.00
01-18615	DICKEN, BILL	138759	MAY 23, 2017 MEETING	I 052317	5/23/2017 50.00
			MAY 23, 2017 MEETING	001-180-611	50.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-18620	DICKERSON & BOWEN INC	138760	TONS OS ASPHALT TONS OS ASPHALT	I 71240 001-201-575	4/28/2017 2,003.50	2,003.50
01-18620	DICKERSON & BOWEN INC	138761	TONS OS ASPHALT TONS OS ASPHALT	I 71246 001-201-575	5/28/2017 4,072.00	4,072.00
01-18620	DICKERSON & BOWEN INC	138762	TONS OF ASPHALT TONS OF ASPHALT	I 71282 001-201-575	5/09/2017 4,222.50	4,222.50
01-18620	DICKERSON & BOWEN INC	138763	TONS OF ASPHALT TONS OF ASPHALT	I 71315 001-201-575	5/16/2017 3,641.00	3,641.00
01-18620	DICKERSON & BOWEN INC	138764	TONS OF ASPHALT TONS OF ASPHALT	I 71327 001-201-575	5/16/2017 2,535.50	2,535.50
01-04144	DXE MEDICAL, INC	138765	FD-INK ROLLER FOR LIFEPAK INK ROLLER	I 608191 001-160-635	5/19/2017 157.00	157.00
01-00551	E S & S ELECTION SYSTEMS	138766	05-02-17 ELECTION SERVICES 05-02-17 ELECTION SUPPORT	I 1009810 001-030-607	5/25/2017 7,935.00	7,935.00
01-04298	ELKINS WHOLESALE INC	138767	FD-PAPER TOWELS PAPER TOWELS	I 311781 001-160-510	4/28/2017 163.56	163.56
01-04298	ELKINS WHOLESALE INC	138768	FD-SUPPLIES DMQ LAUNDRY DETERGENT TRUCK WASH DEGREASER	I 312179 001-160-510 001-160-510 001-160-510 001-160-510	5/02/2017 34.28 77.19 50.83 60.84	223.14
01-04298	ELKINS WHOLESALE INC	138769	FD-SUPPLIES DMQ LAUNDRY DETERGENT	I 312180 001-160-510 001-160-510	5/02/2017 34.28 77.19	111.47
01-04298	ELKINS WHOLESALE INC	138770	FD-SUPPLIES DMQ TRUCK WASH	I 312181 001-160-510 001-160-510	5/02/2017 34.28 50.83	85.11
01-04298	ELKINS WHOLESALE INC	138771	FD-SUPPLIES DMQ LAUNDRY DETERGENT TRUCK WASH	I 312182 001-160-510 001-160-510 001-160-510	5/02/2017 34.28 77.19 50.83	162.30
01-03711	EMERGENCY EQUIPMENT PROFE	138772	FD-ENGINE 3 FILL TUBE SEAL OIL TUBE SEAL LABOR 2.5 BALL VALVE SHOP SUPPLIES	I 426116 001-160-632 001-160-632 001-160-632 001-160-632 001-160-632	3/28/2017 6.40 7.55 151.50 400.00 5.00	570.45
01-03711	EMERGENCY EQUIPMENT PROFE	138773	FD-ENGINE 2	I 426848	4/28/2017	520.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03711	EMERGENCY EQUIPMENT PROFE	138773	FD-ENGINE 2 LABOR BALL VALVE KIT	I 426848 001-160-632 001-160-632	4/28/2017 420.00 100.00	520.00
01-03711	EMERGENCY EQUIPMENT PROFE	138774	FD-FLOW TESTS FLOW TESTS NIPPLE SEAL GASKET BATTERIES ELECT. CONNECTOR FASTENER BROACHING RETAINING STRAP C BATTERY RIC/UAC BOOT BATTERY PCB BOARD VISOR DISPLAY HUD TUBING HEAT SHRINK SHOULDER PAD	I 427152 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635 001-160-635	5/16/2017 1,560.00 2.85 16.80 98.80 2.95 4.85 4.05 56.05 134.90 6.84 4.37 124.45	2,016.91
01-21155	EMERGENCY MEDICAL PRODUCT	138775	FD-EMS EQUIP - NEW E3 STATPACK G3 LEG TRACTION SPLINT STATPACK C COLLAR BAG SUCTION UNIT	I 1904918 001-160-540 001-160-540 001-160-540 001-160-540 001-160-730	5/05/2017 198.00 129.85 205.00 24.95 614.95	1,172.75
01-21506	ENTERGY	138776	114576812: ALREADY PAID 114576812: ALREADY PAID	C CM201705051746 001-201-684	5/03/2017 54.89CR	54.89CR
01-21506	ENTERGY	138777	114576812: 03-30-17 - 04-29-17 114576812: 03-30-17 - 04-29-17	I 201705051746 001-201-684	5/03/2017 54.89	54.89
01-21506	ENTERGY	138778	100962737: 04-24-17 - 05-24-17 100962737: 04-24-17 - 05-24-17	I 201706011898 400-650-630	5/26/2017 9.08	9.08
01-21506	ENTERGY	138779	105612568: 04-24-17 - 05-24-17 105612568: 04-24-17 - 05-24-17	I 201706011899 001-201-684	5/26/2017 168.02	168.02
01-21506	ENTERGY	138780	105612600: 04-24-17 - 05-24-17 105612600: 04-24-17 - 05-24-17	I 201706011900 001-201-684	5/26/2017 322.44	322.44
01-21506	ENTERGY	138781	123466740: 04-24-17 - 05-24-17 123466740: 04-24-17 - 05-24-17	I 201706011901 001-201-684	5/26/2017 98.22	98.22
01-21506	ENTERGY	138782	123467862: 04-25-17 - 05-24-17 123467862: 04-25-17 - 05-24-17	I 201706011902 001-201-684	5/26/2017 72.31	72.31
01-21506	ENTERGY	138783	123469033: 04-25-17 - 05-24-17 123469033: 04-25-17 - 05-24-17	I 201706011903 001-201-684	5/26/2017 30.04	30.04
01-21506	ENTERGY	138784	128655347: 04-22-17 - 05-24-17 128655347: 04-22-17 - 05-24-17	I 201706011904 001-201-684	5/26/2017 163.11	163.11

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-21506	ENTERGY	138785	44930162: 04-24-17 - 05-24-17 I 201706011905		5/26/2017	22.38
			44930162: 04-24-17 - 05-24-17 001-201-684		22.38	
01-21506	ENTERGY	138786	67890079: 04-22-17 - 05-24-17 I 201706011906		5/26/2017	34.09
			67890079: 04-22-17 - 05-24-17 001-201-684		34.09	
01-21506	ENTERGY	138787	82141797: 04-25-17 - 05-24-17 I 201706011907		5/26/2017	74.72
			82141797: 04-25-17 - 05-24-17 001-201-684		74.72	
01-21506	ENTERGY	138788	100962695: 04-25-17 - 05-24-17 I 201706011928		5/30/2017	8.74
			100962695: 04-25-17 - 05-24-17 400-650-630		8.74	
01-21506	ENTERGY	138789	100962703: 04-26-17 - 05-25-17 I 201706011929		5/30/2017	9.08
			100962703: 04-26-17 - 05-25-17 400-650-630		9.08	
01-21506	ENTERGY	138790	101379923: 04-25-17 - 05-25-17 I 201706011930		5/30/2017	32.25
			101379923: 04-25-17 - 05-25-17 001-201-684		32.25	
01-21506	ENTERGY	138791	123468100: 04-25-17 - 05-24-17 I 201706011931		5/30/2017	21.12
			123468100: 04-25-17 - 05-24-17 001-201-684		21.12	
01-21506	ENTERGY	138792	123468233: 04-24-17 - 05-25-17 I 201706011932		5/30/2017	25.81
			123468233: 04-24-17 - 05-25-17 001-201-684		25.81	
01-21506	ENTERGY	138793	123468522: 04-24-17 - 05-25-17 I 201706011933		5/30/2017	27.74
			123468522: 04-24-17 - 05-25-17 001-201-684		27.74	
01-21506	ENTERGY	138794	125345488: 04-25-17 - 05-24-17 I 201706011934		5/30/2017	51.73
			125345488: 04-25-17 - 05-24-17 001-201-684		51.73	
01-21506	ENTERGY	138795	17002775: 04-26-17 - 05-24-17 I 201706011935		5/30/2017	22.79
			17002775: 04-26-17 - 05-24-17 400-650-630		22.79	
01-21506	ENTERGY	138796	47143144: 04-25-17 - 05-22-17 I 201706011936		5/30/2017	31.10
			47143144: 04-25-17 - 05-22-17 400-650-630		31.10	
01-21506	ENTERGY	138797	47143193: 04-25-17 - 05-22-17 I 201706011937		5/30/2017	44.07
			47143193: 04-25-17 - 05-22-17 400-650-630		44.07	
01-21506	ENTERGY	138798	74592593: 04-25-17 - 05-24-17 I 201706011938		5/30/2017	74.37
			74592593: 04-25-17 - 05-24-17 001-201-630		74.37	
01-21506	ENTERGY	138799	74592635: 04-25-17 - 05-24-17 I 201706011939		5/30/2017	85.05
			74592635: 04-25-17 - 05-24-17 400-650-630		85.05	
01-21506	ENTERGY	138800	75485649: 04-25-17 - 05-23-17 I 201706011940		5/30/2017	11.31
			75485649: 04-25-17 - 05-23-17 001-201-684		11.31	
01-21506	ENTERGY	138801	78293693: 04-25-17 - 05-24-17 I 201706011941		5/30/2017	71.50
			78293693: 04-25-17 - 05-24-17 001-201-684		71.50	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-21506	ENTERGY	138802	114576762: 04-26-17 - 05-25-17 I 114576762: 04-26-17 - 05-25-17 001-201-684	201706011942 001-201-684	5/31/2017 50.75	50.75
01-21506	ENTERGY	138803	119515120: 04-26-17 - 05-24-17 I 119515120: 04-26-17 - 05-24-17 001-340-630	201706011943 001-340-630	5/31/2017 44.96	44.96
01-21506	ENTERGY	138804	125164566: 04-22-17 - 05-25-17 I 125164566: 04-22-17 - 05-25-17 001-201-684	201706011944 001-201-684	5/31/2017 111.43	111.43
01-21506	ENTERGY	138805	125336933: 04-22-17 - 05-25-17 I 125336933: 04-22-17 - 05-25-17 001-201-684	201706011945 001-201-684	5/31/2017 44.50	44.50
01-21506	ENTERGY	138806	125345504: 04-26-17 - 05-25-17 I 125345504: 04-26-17 - 05-25-17 001-201-684	201706011946 001-201-684	5/31/2017 25.93	25.93
01-21506	ENTERGY	138807	15484330: 04-26-17 - 05-25-17 I 15484330: 04-26-17 - 05-25-17 001-100-630	201706011947 001-100-630	5/31/2017 4,677.95	4,677.95
01-21506	ENTERGY	138808	17717240: 04-26-17 - 05-25-17 I 17717240: 04-26-17 - 05-25-17 001-201-630	201706011948 001-201-630	5/31/2017 403.42	403.42
01-21506	ENTERGY	138809	17853490: 04-26-17 - 05-25-17 I 17853490: 04-26-17 - 05-25-17 001-340-630	201706011949 001-340-630	5/31/2017 1,706.05	1,706.05
01-21506	ENTERGY	138810	51277291: 04-26-17 - 05-26-17 I 51277291: 04-26-17 - 05-26-17 001-160-630	201706011950 001-160-630	5/31/2017 725.68	725.68
01-21506	ENTERGY	138811	64589617: 04-26-17 - 05-25-17 I 64589617: 04-26-17 - 05-25-17 001-340-630	201706011951 001-340-630	5/31/2017 12.76	12.76
01-21506	ENTERGY	138812	64589682: 04-26-17 - 05-25-17 I 64589682: 04-26-17 - 05-25-17 001-340-630	201706011952 001-340-630	5/31/2017 7.58	7.58
01-21506	ENTERGY	138813	69877777: 04-26-17 - 05-25-17 I 69877777: 04-26-17 - 05-25-17 001-340-630	201706011953 001-340-630	5/31/2017 7.58	7.58
01-21506	ENTERGY	138814	69877793: 04-26-17 - 05-25-17 I 69877793: 04-26-17 - 05-25-17 001-340-630	201706011954 001-340-630	5/31/2017 7.58	7.58
01-21506	ENTERGY	138815	69877819: 04-26-17 - 05-25-17 I 69877819: 04-26-17 - 05-25-17 001-340-630	201706011955 001-340-630	5/31/2017 7.58	7.58
01-21506	ENTERGY	138816	86018090: 04-26-17 - 05-26-17 I 86018090: 04-26-17 - 05-26-17 400-650-630	201706011956 400-650-630	5/31/2017 3,430.96	3,430.96
01-21506	ENTERGY	138817	86296498: 04-26-17 - 05-25-17 I 86296498: 04-26-17 - 05-25-17 400-650-630	201706011957 400-650-630	5/31/2017 18.74	18.74
01-21506	ENTERGY	138818	86654423: 04-26-17 - 05-25-17 I 86654423: 04-26-17 - 05-25-17 400-650-630	201706011958 400-650-630	5/31/2017 16.54	16.54

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03416	EXPERTS-EXCHANGE, LLC	138819	EXPERT'S EXCHANGE RENEWAL EXPERTS EXCHANGE RENEWAL	I 0008886490 001-042-686	5/05/2017 249.00	249.00
01-22385	FASTENAL COMPANY	138820	FD-WRENCH WRENCHES	I MSJA143621 001-160-540	1/03/2017 61.94	61.94
01-01045	FBI/LEEDA	138821	REGISTRATION FEES REGISTRATION FEES	I 114594 001-100-681	5/08/2017 525.00	525.00
01-01045	FBI/LEEDA	138822	REGISTRATION FEES REGISTRATION FEES	I 612564 001-100-681	5/08/2017 600.00	600.00
01-23750	FORESTRY SUPPLIERS INC	138823	FD-FOAM CLASS A FOAM FREIGHT	I 192119-00 001-160-540 001-160-540	5/11/2017 1,332.50 95.36	1,427.86
01-23750	FORESTRY SUPPLIERS INC	138824	MARKING PAINT ORANGE MARKING PAINT	I 192858-00 001-100-540	5/10/2017 98.40	98.40
01-23750	FORESTRY SUPPLIERS INC	138825	HARD HAT & MARKING FLAGS GREEN FLAGS 100pc BLUE FLAGS WHITE FLAG WOOD STAKES 50pc ORANGE HARD HAT GREEN HARD HAT HAT SUSPENSION	I 196354-00 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540	5/17/2017 68.50 61.50 20.55 61.80 35.90 35.90 69.75	353.90
01-24500	FUELMAN OF MS-#127779	138826	127779: 05-15-17 - 05-21-17 127779 05/22/17	I NP50422483 001-092-525	5/22/2017 37.30	37.30
01-01867	FUELMAN OF MS-#127780	138827	127780: 05-08-17 - 05-14-17 127780 05/15/17 127780 05/15/17 127780 05/15/17	I NP50386343 001-201-525 400-650-525 404-650-525	5/15/2017 1,043.49 717.01 16.77	1,777.27
01-01867	FUELMAN OF MS-#127780	138828	127780: 05-15-17 - 05-21-17 127780 05/22/17 127780 05/22/17 127780 05/22/17	I NP50422484 001-201-525 400-650-525 404-650-525	5/22/2017 758.30 775.69 39.64	1,573.63
01-01867	FUELMAN OF MS-#127780	138829	127780: 05-22-17 - 05-28-17 127780 05/29/17 127780 05/29/17	I NP50464054 001-201-525 400-650-525	5/29/2017 716.65 341.63	1,058.28
01-01868	FUELMAN OF MS-#127781	138830	127781: 05-08-17 - 05-14-17 127781 05/15/17	I NP50386344 001-160-525	5/15/2017 441.70	441.70
01-01868	FUELMAN OF MS-#127781	138831	127781: 05-15-17 - 05-21-17 127781 05/22/17	I NP50422485 001-160-525	5/22/2017 427.40	427.40

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-01868	FUELMAN OF MS-#127781	138832	127781: 05-22-17 - 05-28-17 127781 05/29/17	I NP50464055 001-160-525	5/29/2017 360.37	360.37
01-01869	FUELMAN OF MS-#127782	138833	127782: 05-08-17 - 05-14-17 127782 05/15/17	I NP50386345 001-180-525	5/15/2017 55.49	55.49
01-01869	FUELMAN OF MS-#127782	138834	127782: 05-15-17 - 05-21-17 127782 05/22/17	I NP50422486 001-180-525	5/22/2017 162.80	162.80
01-01869	FUELMAN OF MS-#127782	138835	127782: 05-22-17 - 05-28-17 127782 05/29/17	I NP50464056 001-180-525	5/29/2017 157.61	157.61
01-01870	FUELMAN OF MS-#127783	138836	127783: 05-01-17 - 05-07-17 127783 05/08/17	I NP50349430 001-100-525	5/08/2017 3,018.01	3,018.01
01-01870	FUELMAN OF MS-#127783	138837	127783: 05-08-17 - 05-14-17 127783 05/15/17	I NP50386346 001-100-525	5/15/2017 2,564.12	2,564.12
01-01870	FUELMAN OF MS-#127783	138838	127783: 05-15-17 - 05-21-17 127783 05/22/17	I NP50422487 001-100-525	5/22/2017 2,590.78	2,590.78
01-01871	FUELMAN OF MS-#127785	138839	127785: 04-03-17 - 04-09-17 127785 04/10/17	I NP50118335 001-340-525	4/10/2017 34.13	34.13
01-01871	FUELMAN OF MS-#127785	138840	127785: 05-15-17 - 05-21-17 127785 05/22/17	I NP50422488 001-340-525	5/22/2017 98.77	98.77
01-01871	FUELMAN OF MS-#127785	138841	127785: 05-22-17 - 05-28-17 127785 05/29/17	I NP50464058 001-340-525	5/29/2017 108.26	108.26
01-02963	FULGHAM'S INC	138842	PECAN TREES - FREEDOM RID PECAN TREES	I 467 001-340-575	5/23/2017 3,880.00	3,880.00
01-24935	GATEWAY TIRE & SERVICE CE	138843	P305/SUSPENSION REPAIR THRUST ANGLE ALIGNME LABOR	I IA01865394 001-100-632 001-100-632	5/04/2017 69.95 126.00	195.95
01-00565	GEORGE'S DOOR SERVICE INC	138844	FD-CENTRAL OHD REPAIR	I 041052 001-160-637	5/08/2017 158.00	158.00
01-00565	GEORGE'S DOOR SERVICE INC	138845	FD-REPAIR OHD 4 @ STA 1 REPAIR OHD 4 @ STA 1	I 041108 001-160-637	5/18/2017 271.00	271.00
01-00218	GISSNER, BERNIE	138846	MAY 18, 2017 MEETING MAY 18, 2017 MEETING	I 051817 001-180-611	5/18/2017 50.00	50.00
01-02190	GILL, SHIRLEY	138847	MAY 22, 2017 MEETING MAY 22, 2017 MEETING	I 052217 001-093-611	5/22/2017 50.00	50.00
01-01329	GREENE'S TIRE & AUTO	138848	P312/AC REPAIR AC SERVICE	I 093228 001-100-632	5/11/2017 49.95	64.95

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*			CONT
				NUMBER	DATE	AMOUNT	
01-01329	GREENE'S TIRE & AUTO	138848	P312/AC REPAIR FREON SHOP FEE	I 093228 001-100-632 001-100-632	5/11/2017 10.00 5.00	64.95	CONT
01-01348	GREGORY, JAMES EDWIN III	138849	3 GAMES @20 MAY 18 3 GAMES @20 MAY 18	I 201705311864 001-340-690	5/18/2017 60.00	60.00	
01-01348	GREGORY, JAMES EDWIN III	138850	3 GAMES @ \$20 MAY 25 3 GAMES @ \$20 MAY 25	I 201705311865 001-340-690	5/25/2017 60.00	60.00	
01-05056	HADDOX REID EUBANK BETTS	138851	SEPT 2016 AUDIT SERVICES SEPT 2016 AUDIT SERVICES	I 216579 001-040-602	5/24/2017 8,000.00	8,000.00	
01-27765	HARCROS CHEMICALS INC	138852	1 TON CHLORINE 1 TON CHLORINE	I 770102843 400-650-575	5/04/2017 540.00	540.00	
01-27765	HARCROS CHEMICALS INC	138853	1 TON CHLORINE 1 TON CHLORINE	I 770102965 400-650-575	5/18/2017 540.00	540.00	
01-27765	HARCROS CHEMICALS INC	138854	1 TON CHLORINE 1 TON CHLORINE	I 770102966 400-650-575	5/18/2017 540.00	540.00	
01-27765	HARCROS CHEMICALS INC	138855	1 TON CHLORINE 1 TON CHLORINE	I 770102967 400-650-575	5/18/2017 540.00	540.00	
01-04898	HARRIS TIRE COMPANY	138856	ST235/80R 16 TIRE ST235/80R 16 TIRE	I 1886687 400-650-635	5/17/2017 286.00	286.00	
01-04997	HARTLEY EQUIPMENT COMPANY	138857	FD-MOWER REPAIR FUEL PUMP PRIMER BULB PULL ROPE	I 9311 001-160-635 001-160-635 001-160-635	5/05/2017 10.03 3.75 3.00	16.78	
01-04997	HARTLEY EQUIPMENT COMPANY	138858	FD-MOWER REPAIR CONNECTOR	I 9709 001-160-635	5/11/2017 5.16	5.16	
01-04997	HARTLEY EQUIPMENT COMPANY	138859	FD-EXMARK REPAIR FUEL VALVE LABOR TO CLEAN CARB	I 9710 001-160-635 001-160-635	5/11/2017 37.86 80.00	117.86	
01-04997	HARTLEY EQUIPMENT COMPANY	138860	FD-ST. 2 BLOWER REPAIR AIR FILTER PICKUP BODY SPARK PLUG LABOR	I 9711 001-160-635 001-160-635 001-160-635 001-160-635	5/11/2017 12.04 6.99 3.95 28.00	50.98	
01-04406	HEATH, VICKI	138861	MAY 22, 2017 MEETING MAY 22, 2017 MEETING	I 052217 001-093-611	5/22/2017 50.00	50.00	
01-04700	HODGES, JEFFREY	138862	12 GAMES @ \$10 MAY 15, 16, 18 12 GAMES @ \$10 MAY 15, 16, 18	I 201705311866 001-340-690	5/18/2017 120.00	120.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-04700	HODGES, JEFFREY	138863	6 GAMES @ \$10 MAY 25 6 GAMES @ \$10 MAY 25	I 201705311867 001-340-690	5/25/2017 60.00	60.00
01-04622	HOLLY, SALLY M.	138864	MAY 2017 MAY 2017	I 201706011909 001-340-690	6/01/2017 1,000.00	1,000.00
01-02770	HORIZON TALENT AGENCY INC	138865	BUYERS FEE BUYERS FEE	I 201705181841 001-340-650	5/17/2017 2,000.00	2,000.00
01-05191	HORNE, PEGGY	138866	REMITTANCE OF BOND FEE REMITTANCE OF BOND FEE	I 201706011908 001-000-122	5/30/2017 700.00	700.00
01-05055	HUNTER, BARBARA	138867	MAY 18, 2017 MEETING MAY 18, 2017 MEETING	I 051817 001-340-611	5/18/2017 50.00	50.00
01-03853	HUTCHINGS, CHRISTOPHER LE	138868	MAY 22, 2017 MEETING MAY 22, 2017 MEETING	I 052217 001-093-611	5/22/2017 50.00	50.00
01-05127	CALVIN JAMES HILL	138869	CLEANING CLEANING	I 222 001-340-637	5/16/2017 1,965.00	1,965.00
01-32050	ILLINOIS CENTRAL RAILROAD	138870	CROSSING SIGNAL & SURFACE CROSSING SIGNAL & SURFACE	I 91270459 378-601-760	5/11/2017 128,402.46	128,402.46
01-32050	ILLINOIS CENTRAL RAILROAD	138871	SEWER EASEMENT LEASE SEWER EASEMENT LEASE	I 9500173190 400-650-660	5/02/2017 50.00	50.00
01-05150	INTAB LLC	138872	I VOTED STICKERS I VOTED STICKERS SHIPPING & HANDLING	I 148745A 001-030-607 001-030-607	5/10/2017 15.90 9.61	25.51
01-02386	INTERNATIONAL CODE COUNCI	138873	MEMBERSHIP DUES MEMBERSHIP DUES	I 3147549 001-180-686	5/04/2017 135.00	135.00
01-05133	REGINA HOLLINGSWORTH ITAL	138874	MAY 22, 2017 MEETING MAY 22, 2017 MEETING	I 052217 001-093-611	5/22/2017 50.00	50.00
01-04057	ITSVAVY	138875	MOPHIE BELT CLIP (2) MOPHIE BELT CLIP (2)	I 00955414 001-042-501	5/22/2017 48.00	48.00
01-33385	JACKSON DATA PRODUCTS IN	138876	PRIVILEGE LICENSE APPS PRIVILEGE LICENSE APPS	I 0082665 001-040-540	5/19/2017 219.77	219.77
01-33385	JACKSON DATA PRODUCTS IN	138877	WATER QUALITY BROCHURE WATER QUALITY BROCHURE	I 0082673 400-650-604	5/19/2017 187.50	187.50
01-33800	JACKSON PAPER COMPANY	138878	JANITORIAL & OPERATING ENMOTION T/LESS RT LUX FOAM SKIN CLEAN TOILET TISSUE 8 1/2 X 11" COPY PAP	I 1002278 001-350-510 001-350-510 001-350-510 001-350-540	5/15/2017 162.75 91.50 84.54 100.40	439.19

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-33800	JACKSON PAPER COMPANY	138879	FD-COPY PAPER COPY PAPER	I 1002848 001-160-500	5/17/2017 100.40	100.40
01-33950	JACKSON READY MIX	138880	3000EXT CONCRETE 3000EXT CONCRETE HAUL FEE ENVIRONMENT FEE	I 514432 001-201-575 001-201-575 001-201-575	5/02/2017 348.00 100.00 5.00	453.00
01-04945	JACKSON, DIANE	138881	MAY 22, 2017 MEETING MAY 22, 2017 MEETING	I 052217 001-093-611	5/22/2017 50.00	50.00
01-04904	JACKSON, SHELIA	138882	MAY 22, 2017 MEETING MAY 22, 2017 MEETING	I 052217 001-093-611	5/22/2017 50.00	50.00
01-05183	JLD, INC	138883	BALLOON GLOW 2017 DIFFIE FINAL PAYMENT-DIFFIE	I 201705261848 001-340-650	5/25/2017 10,000.00	10,000.00
01-00973	KIMBALL MIDWEST	138884	SHOP SUPPLIES BLUE PAINT GREEN PAINT 9" STRAPS 15" STRAPS DISC	I 5607899 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540	5/11/2017 221.28 110.64 5.96 3.18 133.50	474.56
01-04513	KNOUSE, RANDY	138885	MAY 23, 2017 MEETING MAY 23, 2017 MEETING	I 052317 001-180-611	5/22/2017 50.00	50.00
01-02334	LATHAM, RITA	138886	MAY 2017 MAY 2017	I 201706011911 001-340-690	6/01/2017 280.00	280.00
01-38450	LIGHTWINE, DAVID	138887	TO REISSUE VOIDED CHECK TO REISSUE VOIDED CHECK	I 020509A 001-000-351	2/05/2009 50.00	50.00
01-02576	LINCOLN NATIONAL LIFE INS	138888	502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017 502251: JUNE 2017	I 201706011910 001-010-480 001-020-480 001-040-480 001-040-480 001-092-480 001-040-480 001-100-480 001-160-480 001-180-480 001-201-480 001-340-480 005-101-480 400-650-480 404-650-480	6/01/2017 132.56 51.00 160.56 25.50 13.38 25.50 1,418.19 1,021.57 235.24 418.00 265.35 80.22 409.04 26.83	4,282.94
01-02031	LOWE'S BUSINESS ACCOUNT	138889	REPAIR PARTS - TOILET NEW FLUSH VALVE	I 14324A 001-092-637	5/18/2017 11.87	11.87

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-02031	LOWE'S BUSINESS ACCOUNT	138890	SUPPLIES THOMPSON WATER SEAL GATE LATCH SCREWS	I 15743 001-160-540 001-160-540 001-160-540	5/26/2017 28.48 6.63 18.01	53.12
01-05188	ROBERT MADDOX	138891	REMITTANCE OF BOND FEE REMITTANCE OF BOND FEE	I 201706011917 001-000-122	5/19/2017 210.00	210.00
01-40750	MADISON COUNTY COOPERATIV	138892	TRIPLE 8 FERTILIZER TRIPLE 8 FERTILIZER	I 537688 001-201-540	5/09/2017 35.80	35.80
01-41000	MADISON COUNTY JOURNAL	138893	04/17 ADS & BI-MO AD MAG WEEKLY AD - 4 ADS	I 300050456 001-093-615	4/30/2017 465.00	465.00
01-41000	MADISON COUNTY JOURNAL	138894	04/17 ADS & BI-MO AD MAG BI-MONTHLY AD	I 300050547 001-093-615	4/30/2017 395.00	395.00
01-41000	MADISON COUNTY JOURNAL	138895	NOTICE OF ZONING HEARING AD NOTICE OF ZONING HEARING AD	I 300050689 001-180-615	5/31/2017 52.44	52.44
01-41000	MADISON COUNTY JOURNAL	138896	ZONING HEARING AD ZONING HEARING AD	I 300050764 001-180-615	5/31/2017 123.24	123.24
01-41100	MADISON COUNTY SHERIFF'S	138897	MARCH 2017/JAIL FEES 7 DAY CREDIT	C 201705261849 001-100-687	5/17/2017 147.00CR	147.00CR
01-41100	MADISON COUNTY SHERIFF'S	138898	CREDIT FOR INVOICE PAID ON CREDIT FOR INVOICE PAID ON	C 201706011964 001-100-687	2/09/2017 126.00CR	126.00CR
01-41100	MADISON COUNTY SHERIFF'S	138899	CREDIT FOR JAIL FEES CREDIT FOR JAIL FEES	C 201706011965 001-100-687	2/09/2017 126.00CR	126.00CR
01-41100	MADISON COUNTY SHERIFF'S	138900	MARCH 2017/JAIL FEES JAIL FEES	I R-0317 001-100-687	4/11/2017 5,649.00	5,649.00
01-41100	MADISON COUNTY SHERIFF'S	138901	MARCH 2017/JAIL FEES MEDICAL	I R-M0317 001-100-687	4/11/2017 23.85	23.85
01-01078	MADISON COUNTY WASTEWATER	138902	ADN ASSESMENT: MAY 2017 ADN ASSESMENT: MAY 2017	I 2937 400-650-604	5/01/2017 3,473.00	3,473.00
01-01078	MADISON COUNTY WASTEWATER	138903	AUTHORITY SRF LOAN: JUNE 2017 AUTHORITY SRF LOAN: JUNE 2017	I 2941 400-650-842	5/01/2017 1,409.79	1,409.79
01-01078	MADISON COUNTY WASTEWATER	138904	PARKWAY EAST: JUNE 2017 PARKWAY EAST: JUNE 2017	I 2948 400-650-845	5/01/2017 2,021.54	2,021.54
01-01078	MADISON COUNTY WASTEWATER	138905	TRUSTMARK LOAN: JUNE 2017 TRUSTMARK LOAN: JUNE 2017	I 2957 400-650-846	5/01/2017 5,809.84	5,809.84
01-01078	MADISON COUNTY WASTEWATER	138906	ADMIN ASSESSMENT: JUNE 2017	I 2967	6/01/2017	3,473.00

VENDOR		DOCKET	*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE
01-01078	MADISON COUNTY WASTEWATER	138906	ADMIN ASSESSMENT: JUNE 2017	I 2967	6/01/2017
			ADMIN ASSESSMENT: JUNE 2017	400-650-604	3,473.00
01-01078	MADISON COUNTY WASTEWATER	138907	AUTHORITY SRF LOAN: JULY 2017	I 2971	6/01/2017
			AUTHORITY SRF LOAN: JULY 2017	400-650-842	1,409.79
01-01078	MADISON COUNTY WASTEWATER	138908	PARKWAY EAST: JULY 2017	I 2978	6/01/2017
			PARKWAY EAST: JULY 2017	400-650-845	2,021.54
01-01078	MADISON COUNTY WASTEWATER	138909	BOZEMAN & OLD CANTON: JULY 2017	I 2981	6/01/2017
			BOZEMAN & OLD CANTON: JULY 2017	400-650-848	1,832.14
01-01078	MADISON COUNTY WASTEWATER	138910	TRUSTMARK LOAN: JULY 2017	I 2988	6/01/2017
			TRUSTMARK LOAN: JULY 2017	400-650-846	5,809.84
01-03554	MADISON SOUTH RUBBISH LAN	138911	LANDFIELD HAUL OFF	I 10648	5/01/2017
			12 CUBIC DUMP FEE	001-201-683	420.00
			HOST FEE	001-201-683	21.00
			ENVIRONMENTAL FEE	001-201-683	21.00
01-03554	MADISON SOUTH RUBBISH LAN	138912	LANDFIELD HAUL OFF	I 10670	5/08/2017
			12 CUBIC DUMP FEE	001-201-683	360.00
			6 CUBIC DUMP FEE	001-201-683	540.00
			HOST FEE	001-201-683	45.00
			ENVIRONMENTAL FEE	001-201-683	45.00
01-02992	MAIN HARBOR STORE LLC	138913	FD-FUEL FOR WHALER	I 3200	5/10/2017
			FUEL FOR WHALER	001-160-525	32.80
01-02992	MAIN HARBOR STORE LLC	138914	FD-FUEL	I 3201	5/15/2017
			FUEL	001-160-525	125.00
01-03880	MALONE, DOUGLAS	138915	MAY 18, 2017 MEETING	I 051817	5/18/2017
			MAY 18, 2017 MEETING	001-180-611	50.00
01-03880	MALONE, DOUGLAS	138916	MAY 22, 2017 MEETING	I 052217	5/22/2017
			MAY 22, 2017 MEETING	001-093-611	50.00
01-42310	MARS MARKETING PROMOTIONA	138917	CENTURY RIDE - MEDALS	I 34072	5/05/2017
			MEDALS W/RIBBON	001-340-650	2,992.50
			DIE RIBBON SETUP	001-340-650	195.00
			SHIPPING EST.	001-340-650	148.00
01-42310	MARS MARKETING PROMOTIONA	138918	CENTURY RIDE - MEDALS	I 34091	5/18/2017
			NEOPRENE KLUTCH BAG	001-340-650	5,917.50
			SET UP	001-340-650	45.00
			SHIPPING	001-340-650	341.74
01-42310	MARS MARKETING PROMOTIONA	138919	WRIST BANDS	I 34132	5/18/2017
			WRIST BANDS	001-340-540	534.00
			RESET	001-340-540	35.00
			SHIPPING	001-340-540	18.12

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-42310	MARS MARKETING PROMOTIONS	138920	WRIST BANDS BANNER SHIPPING	I 34150 001-340-650 001-340-650	5/05/2017 435.00 19.00	454.00
01-42480	MARTINSON'S GARDEN WORKS	138921	PLANTS CREDIT PRICING ERROR	C 22356A 001-201-540	5/03/2017 10.00CR	10.00CR
01-42480	MARTINSON'S GARDEN WORKS	138922	PLANTS 3gal HAWTHORN VINCA MUSHROOM DRIFT ROSES MUSHROOM	I 22356 001-201-540 001-201-540 001-201-540 001-201-540 001-201-540	4/18/2017 139.93 53.97 49.95 1,099.56 99.90	1,443.31
01-42480	MARTINSON'S GARDEN WORKS	138923	PINESTRAW PINESTRAW GALLON POT	I 22535 001-340-575 001-340-575	5/03/2017 223.72 24.99	248.71
01-04147	MCALISTER'S CORPORATION	138924	OVERPYMT OF PRIVILEGE LICENSE OVERPYMT OF PRIVILEGE LICENSE	I 201706011916 001-000-351	5/10/2017 1,764.48	1,764.48
01-04083	MCCLAIN LODGE LLC	138925	REST STOP BURRITOS BANANAS;BURRITOS DISCOUNT/TRADE	I 3397 001-340-650 001-340-650	5/06/2017 790.00 395.00CR	395.00
01-04662	MCCRAW, NOAH	138926	6 GAMES @ \$10 MAY 16 & 18 6 GAMES @ \$10 MAY 16 & 18	I 201705311868 001-340-690	5/18/2017 60.00	60.00
01-42880	MC GEE, GENE	138927	ADV TRAV: 06-19-17 - 06-21-17 ADV TRAV: 06-19-17 - 06-21-17	I 201706011913 001-020-610	6/01/2017 193.20	193.20
01-42882	MC GRAW GOTTA-GO	138928	PORT-A LETS CENTURY RIDE PORT-A LETS HAND SANITIZER STAT. TRAILERS/LOCATIONS	I 4944B 001-340-650 001-340-650 001-340-650	5/05/2017 1,425.00 125.00 600.00	2,150.00
01-42882	MC GRAW GOTTA-GO	138929	Port-O-Let PORT-O-LET DELIVERY PICK UP	I 5770B 001-340-650 001-340-650	5/03/2017 75.00 25.00	100.00
01-42885	MC GRAW RENTAL AND SUPPLY	138930	FD-SCISSOR LIFT RENTAL SCISSOR LIFT RENTAL DELIVERY DAMAGE WAIVER CH	I 402975.1.4 001-160-540 001-160-540 001-160-540	4/10/2017 150.00 50.00 21.00	221.00
01-04725	MEASELLS, BRIAN	138931	ADV TRAV: 06-11-17 - 06-16-17 ADV TRAV: 06-11-17 - 06-16-17	I 201706011914 001-180-610	6/01/2017 927.90	927.90
01-42975	MEL LUNA SAW COMPANY	138932	MOWER PARTS PULLY	I 84584 001-201-635	4/25/2017 70.00	70.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-42975	MEL LUNA SAW COMPANY	138933	MOWER PARTS TENSIONER ASSY.	I 84681 001-201-635	5/11/2017 128.36	128.36
01-42975	MEL LUNA SAW COMPANY	138934	MOWER PARTS SPINDAL	I 84712 001-201-635	5/16/2017 189.04	189.04
01-42975	MEL LUNA SAW COMPANY	138935	SUPPLIES SPINDAL	I 84724 001-201-635	5/17/2017 189.04	189.04
01-42975	MEL LUNA SAW COMPANY	138936	SUPPLIES WEDEATER STRING MIXING OIL BLADE SLEEVE	I 84725 001-201-540 001-201-540 001-201-635	5/17/2017 70.00 65.00 37.65	172.65
01-42975	MEL LUNA SAW COMPANY	138937	SUPPLIES SPINDAL PULLEY	I 84731 001-201-635 001-201-635	5/18/2017 85.26 65.84	151.10
01-42975	MEL LUNA SAW COMPANY	138938	SUPPLIES CARB	I 84732 001-201-635	5/18/2017 39.95	39.95
01-44250	MID-SOUTH UNIFORM & SUPPL	138939	J.RUDD/SHIRTS CLASS A SS SHIRT PATCHES	I 561809 001-100-535 001-100-535	5/02/2017 86.52 8.00	94.52
01-02605	MILLER, LARRY A	138940	MAY 18, 2017 MEETING MAY 18, 2017 MEETING	I 051817 001-180-611	5/18/2017 50.00	50.00
01-03250	MISS ANIMAL RESCUE LEAGUE	138941	SHELTER FEES SHELTER FEES SHELTER FEES SHELTER FEES	I 201705261850 001-100-604 001-100-604 001-100-604	4/27/2017 280.00 564.00 348.00	1,192.00
01-00837	MISS CHEMICAL SUPPLY INC	138942	NON CONDUCTIVE HYDRAULIC NON CONDUCTIVE HYDRAULIC	I 25303 001-201-525	5/18/2017 4,068.90	4,068.90
01-03495	MISS DEPARTMENT OF REVENUE	138943	TAG RENEWALS TAG RENEWALS	I 201706011915 001-100-632	5/30/2017 89.25	89.25
01-00953	MISS INDUSTRIES FOR THE B	138944	OFFICE SUPPLIES COPY PAPER NEWSLETTER PAPER PENS RECEIPT BOOKS LAMINATING POUCHES	I 0030798-IN 001-340-500 001-340-500 001-340-500 001-340-500 001-340-500	5/11/2017 79.90 43.98 63.92 51.96 27.78	267.54
01-47700	MISS STATE FIRE ACADEMY	138945	FD-FF1001 FF1001 1 & 11 FF1001 1 & 11 E. W/D	I 25263 001-160-681 001-160-681	5/10/2017 1,500.00 42.00	1,542.00
01-47700	MISS STATE FIRE ACADEMY	138946	FD-DRIVER OPERATOR	I 25307	5/19/2017	1,350.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*			CONT
				NUMBER	DATE	AMOUNT	
01-47700	MISS STATE FIRE ACADEMY	138946	FD-DRIVER OPERATOR DRIVER OPERATOR	I 25307 001-160-681	5/19/2017 1,350.00	1,350.00	CONT
01-47700	MISS STATE FIRE ACADEMY	138947	FD-FIRST FIRST	I 25341 001-160-681	5/24/2017 365.00	365.00	
01-05182	MISS TECHNOLOGY USER GROU	138948	ANNUAL DUES ANNUAL DUES ANNUAL DUES	I 201705301852 001-040-686 001-042-686	5/18/2017 25.00 50.00	75.00	
01-47890	MISS TENT AND PARTY RENTA	138949	TENTS CENTURY RIDE 2017 TENT BANQUET TABLES FOLDING CHAIRS DELIVERY/SET UP	I 102273 001-340-650 001-340-650 001-340-650 001-340-650	5/08/2017 1,237.50 180.00 240.00 60.00	1,717.50	
01-47950	MISS VALLEY ELECTRIC SUPP	138950	LIGHT BULBS CASE F32T8/841 BULBS	I 51281259.001 001-100-637	4/10/2017 66.30	66.30	
01-04646	MORPO TRUST USA INC	138951	03-21-17 - 03-31-18 MAINTENANC 03-21-17 - 03-31-18 MAINTENANC	I 110850 001-100-635	5/02/2017 1,998.39	1,998.39	
01-49512	MR FORMS PRINTING CO	138952	ENVELOPES/PRINTING WINDOW ENVELOPES	I 170516-007 001-010-500	5/17/2017 177.00	177.00	
01-02851	MS BEAVER MGMT	138953	BEAVER CONTROL BEAVER CONTROL	I 52317 001-201-604	5/23/2017 2,625.00	2,625.00	
01-00538	MURRAY, JULIUS	138954	MAY 18, 2017 MEETING MAY 18, 2017 MEETING	I 051817 001-180-611	5/18/2017 50.00	50.00	
01-04625	NATIONAL ELEVATOR INSPECT	138955	2017 ANNUAL INSPECTION ANNUAL INSPECTION FILING FEES	I 0272620 001-100-637 001-100-637	5/10/2017 95.00 85.00	180.00	
01-00594	NATIONAL PARK SERVICE	138956	RANGERS RANGERS	I 201705301851 001-340-650	5/30/2017 720.00	720.00	
01-04482	NEAL, DON	138957	9 GAMES @ \$20 MAY 15, 16, 18 9 GAMES @ \$20 MAY 15, 16, 18	I 201705311869 001-340-690	5/18/2017 180.00	180.00	
01-04482	NEAL, DON	138958	3 GAMES @ \$20 MAY 25 3 GAMES @ \$20 MAY 25	I 201705311870 001-340-690	5/25/2017 60.00	60.00	
01-51950	NEAL, JOHN	138959	ADV TRAV: 06-20-17 - 06-23-17 ADV TRAV: 06-20-17 - 06-23-17	I 201706011918 001-100-610	5/30/2017 188.60	188.60	
01-01133	O'REILLY AUTO PARTS	138960	FD-UNIT 4 FRONT QUICK STRUTS	I 163146 001-160-632	4/13/2017 188.34	188.34	
01-01133	O'REILLY AUTO PARTS	138961	FD-RADIATOR CAP RADIATOR CAP	I 163949 001-160-632	4/19/2017 5.36	5.36	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-53600	OFFICE DEPOT INC	138962	MAILING TUBES	I 2064543507	5/02/2017	30.97
			FLAIR TIP BLUE PENS	001-201-500	12.99	
			MAILING TUBES 2 PK	400-650-500	17.98	
01-53715	OFFICE PRODUCTS PLUS INC	138963	CHAIR MAT/STAPLERS	I 795021-0	5/15/2017	114.88
			CHAIR MAT	001-180-540	47.64	
			STAPLER	001-180-540	30.77	
			STAPLER	001-180-540	36.47	
01-53715	OFFICE PRODUCTS PLUS INC	138964	FD-SUPPLIES	I 795097-0	5/15/2017	27.59
			MARKERS	001-160-500	12.23	
			PAINT PENS	001-160-500	15.36	
01-53715	OFFICE PRODUCTS PLUS INC	138965	2 X 2" WHITE LABELS	I 795391-0	5/17/2017	15.49
			2 X 2" WHITE LABELS	001-040-540	15.49	
01-53715	OFFICE PRODUCTS PLUS INC	138966	OFFICE SUPPLIES/ADMIN	I 795999-0	5/24/2017	25.85
			SIGN HERE FLAGS	001-040-500	5.91	
			BALLPOINT PENS	001-040-500	4.26	
			POWER DUSTER	001-040-501	9.99	
			PACKAGING TAPE 3"	001-042-500	5.69	
01-00593	PERFIT INC	138967	MAY2017	I 201706011922	6/01/2017	540.00
			MAY2017	001-340-690	540.00	
01-02175	PHILLIPS BARK PROCESSING	138968	SURFACE	I 120548	5/16/2017	1,330.00
			SURFACE	001-340-575	954.00	
			FREIGHT	001-340-575	376.00	
01-01932	PINNACLE TOWERS LLC	138969	TOWER RENTAL: JUNE 2017	I 21901954	6/01/2017	1,761.14
			TOWER RENTAL: JUNE 2017	005-101-604	1,761.14	
01-56355	PIP PRINTING	138970	FD-BUSINESS CARDS	I 323680	5/10/2017	176.30
			BUSINESS CARDS	001-160-500	176.30	
01-04380	POWERDMS INC	138971	3YR RENEWAL	I 14284	1/28/2017	2,850.00
			3YR RENEWAL	001-100-635	2,850.00	
01-57350	PRASSEL LUMBER COMPANY IN	138972	HOLE SAW KIT	I 836330	5/18/2017	25.99
			HOLE SAW KIT	001-201-540	16.82	
			2' BIT	001-201-540	9.17	
01-03982	PURE BARRE	138973	OVERPYMT OF PRIVILEGE LICENSE	I 201706011921	5/15/2017	27.40
			OVERPYMT OF PRIVILEGE LICENSE	001-000-351	27.40	
01-58450	PYLE, MILLS, & DYE, P.A.	138974	SERVICES THROUGH 05-26-17	I 201706011959	5/31/2017	9,042.90
			SERVICES THROUGH 05-26-17	001-180-601	1,360.25	
			SERVICES THROUGH 05-26-17	001-060-601	630.00	
			SERVICES THROUGH 05-26-17	001-060-601	1,560.00	
			SERVICES THROUGH 05-26-17	001-100-601	45.00	
			SERVICES THROUGH 05-26-17	001-201-601	2,008.75	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*			
				NUMBER	DATE	AMOUNT	CONT
01-58450	PYLE, MILLS, & DYE, P.A.	138974	SERVICES THROUGH 05-26-17	I 201706011959	5/31/2017	9,042.90	
			SERVICES THROUGH 05-26-17	001-340-601	531.00		
			SERVICES THROUGH 05-26-17	304-601-601	1,317.90		
			SERVICES THROUGH 05-26-17	362-601-601	225.00		
			SERVICES THROUGH 05-26-17	378-601-601	420.00		
			SERVICES THROUGH 05-26-17	390-601-601	675.00		
			SERVICES THROUGH 05-26-17	392-601-601	30.00		
			SERVICES THROUGH 05-26-17	400-650-601	165.00		
			SERVICES THROUGH 05-26-17	474-650-601	75.00		
01-03149	PYLE,MILLS,& DYE, P.A. TR	138975	JACKSON STREET MULTI USE PROJE I JACKSON STREET MULTI USE PROJE	201706011919 304-601-700	5/31/2017 30,824.00	30,824.00	
01-03149	PYLE,MILLS,& DYE, P.A. TR	138976	JACKSON ST MULTI USE PROJECT JACKSON ST MULTI USE PROJECT	I 201706011920 304-601-700	5/31/2017 8,026.00	8,026.00	
01-04159	PYROFIRE DISPLAYS	138977	2017 BALLOON GLOW BALANCE FIREWORKS	I DGE-6/30/2017 001-340-650	5/17/2017 6,000.00	6,000.00	
01-58550	QUALITY CHEMICAL & SUPPLY	138978	SUPPLIES CENTERT PULL TOWEL TOILET TISSUE 3mil GARBAGE BAGS 8oz COFFE CUPS	I 177258 001-201-510 001-201-510 001-201-510 001-201-540	5/10/2017 344.00 99.60 72.00 92.00	607.60	
01-04805	REED EXTERMINATING CO	138979	FIRE STATION #3 FIRE STATION #3	I 172442 001-160-637	5/08/2017 18.00	18.00	
01-04805	REED EXTERMINATING CO	138980	CONCESSION STAND (1) WOLCOTT CONCESSION STAND (1) WOLCOTT	I 172447 001-340-637	5/10/2017 18.00	18.00	
01-04805	REED EXTERMINATING CO	138981	PUBLIC WORKS COMPLEX PUBLIC WORKS COMPLEX	I 172466 400-650-637	5/08/2017 22.00	22.00	
01-04805	REED EXTERMINATING CO	138982	POLICE DEPT POLICE DEPT	I 172477 001-100-637	5/08/2017 22.00	22.00	
01-04805	REED EXTERMINATING CO	138983	CITY HALL CITY HALL	I 172478 001-092-637	5/10/2017 35.00	35.00	
01-04805	REED EXTERMINATING CO	138984	MUNICIPAL COURT BUILDING MUNICIPAL COURT BUILDING	I 172479 001-010-637	5/08/2017 22.00	22.00	
01-04805	REED EXTERMINATING CO	138985	CONCESSION STAND (2) WOLCOTT CONCESSION STAND (2) WOLCOTT	I 172481 001-340-637	5/10/2017 18.00	18.00	
01-04805	REED EXTERMINATING CO	138986	PARKS MAINTENANCE PARKS MAINTENANCE	I 172482 001-340-637	5/10/2017 15.00	15.00	
01-04805	REED EXTERMINATING CO	138987	FREEDOM RIDGE CONCESSION(1) FREEDOM RIDGE CONCESSION(1)	I 172483 001-340-637	5/08/2017 25.00	25.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-04805	REED EXTERMINATING CO	138988	FREEDOM RIDGE CONCESSION (2) FREEDOM RIDGE CONCESSION (2)	I 172484 001-340-637	5/08/2017 25.00	25.00
01-04805	REED EXTERMINATING CO	138989	FREEDOM RIDGE MAINTENANCE FREEDOM RIDGE MAINTENANCE	I 172485 001-340-637	5/08/2017 15.00	15.00
01-04805	REED EXTERMINATING CO	138990	FIRE STATION #1 FIRE STATION #1	I 172486 001-160-637	5/08/2017 18.00	18.00
01-04805	REED EXTERMINATING CO	138991	STREET DEPT STREET DEPT	I 172493 001-201-637	5/08/2017 18.00	18.00
01-05153	RHODES III, NELIUS	138992	6 GAMES @ \$20 MAY 16 & 18 6 GAMES @ \$20 MAY 16 & 18	I 201705311871 001-340-690	5/18/2017 120.00	120.00
01-05153	RHODES III, NELIUS	138993	3 GAMES @ \$20 MAY 25 3 GAMES @ \$20 MAY 25	I 201705311872 001-340-690	5/25/2017 60.00	60.00
01-04325	RICHARDSON, JAN M.	138994	MAY 18, 2017 MEETING MAY 18, 2017 MEETING	I 051817 001-340-611	5/18/2017 50.00	50.00
01-60825	RICK'S PRO TRUCK & AUTO A	138995	P350, P351 GRAPHICS	I 13017 001-100-632	5/11/2017 1,400.00	1,400.00
01-60825	RICK'S PRO TRUCK & AUTO A	138996	TRUCK PARTS BRAKE CABLE CABLE KIT	I 310221 400-650-632 400-650-632	4/28/2017 40.00 215.00	255.00
01-02496	RJ YOUNG COMPANY	138997	JC1548: 04-24-17 - 05-24-17 JC1548: 04-24-17 - 05-24-17 JC1548: 04-24-17 - 05-24-17 JC1548: 04-24-17 - 05-24-17 JC1548: 04-24-17 - 05-24-17 JC1548: 04-24-17 - 05-24-17 JC1548: 04-24-17 - 05-24-17 JC1548: 04-24-17 - 05-24-17 JC1548: 04-24-17 - 05-24-17 JC1548: 04-24-17 - 05-24-17 JC1548: 04-24-17 - 05-24-17	I INV1876637 001-010-635 001-020-635 001-040-635 001-080-635 001-100-635 001-160-635 001-180-635 400-650-635 001-201-635 001-340-635	5/19/2017 351.51 0.00 425.42 0.00 1,420.22 719.59 0.00 684.26 0.00 0.00	3,601.00
01-02496	RJ YOUNG COMPANY	138998	C-JC1548: 04-24-17 - 05-23-17 C-JC1548: 04-24-17 - 05-23-17 C-JC1548: 04-24-17 - 05-23-17 C-JC1548: 04-24-17 - 05-23-17 C-JC1548: 04-24-17 - 05-23-17 C-JC1548: 04-24-17 - 05-23-17 C-JC1548: 04-24-17 - 05-23-17 C-JC1548: 04-24-17 - 05-23-17 C-JC1548: 04-24-17 - 05-23-17 C-JC1548: 04-24-17 - 05-23-17 C-JC1548: 04-24-17 - 05-23-17	I INV1886866 001-010-635 001-020-635 001-040-635 001-080-635 001-100-635 001-160-635 001-180-635 400-650-635 001-201-635 001-340-635	5/24/2017 449.43 13.50 27.00 13.50 552.19 0.00 27.00 27.50 11.00 42.18	1,163.30

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*
				NUMBER DATE AMOUNT
01-04212	RUDD, JASON	138999	REMITTANCE OF RESTITUTION REMITTANCE OF RESTITUTION	I 201706011923 5/24/2017 250.00 001-000-122 250.00
01-00829	SERVICE PRINTERS INC	139000	ELECTION - MAILERS - RIDG MAILERS RIDGELAND INKJET MAIL/SORT ADDITION. MAIL MERGE	I 172009 5/16/2017 1,727.00 001-030-607 412.00 001-030-607 953.00 001-030-607 362.00
01-00592	SHADOWOOD PROPERTY OWNERS	139001	REIMBURSE FOR ROAD BORE FEE REIMBURSE FOR ROAD BORE FEE	I 201706011925 5/24/2017 1,275.00 001-000-226 1,275.00
01-03716	SMITH, JAMES E.	139002	9 GAMES @ \$20 MAY 15, 16 & 18 9 GAMES @ \$20 MAY 15, 16 & 18	I 201705311873 5/18/2017 180.00 001-340-690 180.00
01-03716	SMITH, JAMES E.	139003	3 GAMES @ \$20 MAY 25 3 GAMES @ \$20 MAY 25	I 201705311874 5/25/2017 60.00 001-340-690 60.00
01-65950	SOUTHERN ADMINISTRATORS	139004	COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017 COMPANY# 106: JUNE 2017	I 17051710600000 5/17/2017 572.17 001-010-481 10.50 001-020-481 14.00 001-040-481 10.50 001-092-481 1.75 001-040-481 3.50 001-100-481 91.00 001-160-481 63.00 001-180-481 15.75 001-201-481 33.25 001-340-481 15.75 005-101-481 7.00 400-650-481 35.00 404-650-481 1.75 001-000-170 229.44 005-000-170 6.00 400-000-170 32.48 404-000-170 1.50
01-05099	SOUTHERN BILLING SERVICES	139005	SIP PRI SERVICE: MAY 2017 SIP PRI SERVICE: MAY 2017 SIP PRI SERVICE: MAY 2017 SIP PRI SERVICE: MAY 2017 SIP PRI SERVICE: MAY 2017 SIP PRI SERVICE: MAY 2017	I 666 5/15/2017 784.81 001-020-605 112.12 001-040-605 205.55 001-180-605 149.48 001-201-605 56.06 001-340-605 130.80 400-650-605 130.80
01-05099	SOUTHERN BILLING SERVICES	139006	SIP PRI SERVICE: MAY 2017 SIP PRI SERVICE: MAY 2017 SIP PRI SERVICE: MAY 2017	I 667 5/15/2017 787.31 001-100-605 706.97 001-160-605 80.34
01-03210	SOUTHERN CONNECTION POLIC	139007	FD-BADGES BADGES	I 8239 5/18/2017 450.00 001-160-535 450.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-05190	STAAB, COREY M.	139008 3	GAMES @ \$20 MAY 15 3 GAMES @ \$20 MAY 15	I 201705311875 001-340-690	5/15/2017 60.00	60.00
01-04347	STACY, LEA ANNE	139009	MAY 18, 2017 MEETING MAY 18, 2017 MEETING	I 051817 001-340-611	5/18/2017 50.00	50.00
01-68125	STATE OF MS DEPT ENVIRONM	139010	MIKE CERTIFICATE RENEWAL MIKE CERTIFICATE RENEWAL	I 201705191842 400-650-686	5/18/2017 45.00	45.00
01-68375	STEEL SERVICE CORPORATION	139011	FD-SQUARE TUBING SQUARE TUBING SQUARE TUBING SQUARE TUBING	I 258431 001-160-540 001-160-540 001-160-540	4/25/2017 41.28 57.60 33.90	132.78
01-04665	STRODE, RAYMOND	139012 9	GAMES @ \$20 MAY 15, 16 & 18 9 GAMES @ \$20 MAY 15, 16 & 18	I 201705311876 001-340-690	5/18/2017 180.00	180.00
01-68950	SUBER, CONNIE	139013	MAY 23, 2017 MEETING MAY 23, 2017 MEETING	I 052317 001-180-611	5/23/2017 50.00	50.00
01-69155	SUNBELT FIRE APPARATUS IN	139014	FD-L1 GENERATOR REPAIR SERVICE CALL GENERATOR ECU LABOR SHOP SUPPLIES FREIGHT	I 112522 001-160-632 001-160-632 001-160-632 001-160-632 001-160-632	5/24/2017 186.00 1,227.72 496.00 54.56 25.00	1,989.28
01-69155	SUNBELT FIRE APPARATUS IN	139015	FD-ENGINE 3 SHUTDOWN SOLENOID FREIGHT	I 304681 001-160-632 001-160-632	5/10/2017 233.07 15.00	248.07
01-05189	SUPER SHAKES	139016	OVERPYMT OF PRIVILEGE LICENSE OVERPYMT OF PRIVILEGE LICENSE	I 201706011924 001-000-351	5/15/2017 30.00	30.00
01-02021	TAYLOR POWER SYSTEMS	139017	BASIC PM SERVICES BASIC PM SERVICES	I 02258150 001-100-635	11/18/2016 480.00	480.00
01-02021	TAYLOR POWER SYSTEMS	139018	SERVICE CALL SERVICE CALL	I 02299830 400-650-603	5/05/2017 1,348.00	1,348.00
01-02021	TAYLOR POWER SYSTEMS	139019	SERVICE CALL SERVICE CALL	I 02300199 400-650-603	5/08/2017 115.00	115.00
01-05031	TERRY SERVICE INC	139020	MAY 2017 SERVICE AGREEMENT MAY 2017 SERVICE AGREEMENT MAY 2017 SERVICE AGREEMENT MAY 2017 SERVICE AGREEMENT MAY 2017 SERVICE AGREEMENT MAY 2017 SERVICE AGREEMENT MAY 2017 SERVICE AGREEMENT	I 53147 001-092-637 001-100-637 001-160-637 001-201-637 001-340-637 001-350-637 400-650-637	5/16/2017 291.13 1,289.29 1,122.93 207.95 748.62 291.13 207.95	4,159.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-03419	THINKWEBSTORE.COM	139021	PRINT DESIGN-BICYCLE BANR PRINT DESIGN-BICYCLE BANR	I 4922 001-093-604	5/10/2017 375.00	375.00
01-03419	THINKWEBSTORE.COM	139022	EBLAST MAY 12, 2017 EBLAST MAY 12, 2017	I 4924 001-093-604	5/12/2017 60.00	60.00
01-03419	THINKWEBSTORE.COM	139023	RESIZE & REDESIGN 2 ADS REDESIGN 2 ADS	I 4933 001-093-604	5/23/2017 100.00	100.00
01-02437	TOSHIBA FINANCIAL SERVICE	139024	PRINTER FEE PRINTER FEE	I A0991427000618 001-340-604	5/23/2017 266.77	266.77
01-05192	TRACE STATION GROUP, LLC	139025	JACKSON ST MULTI USE PROJECT JACKSON ST MULTI USE PROJECT	I 201706011960 304-601-700	5/31/2017 50,094.00	50,094.00
01-05192	TRACE STATION GROUP, LLC	139026	JACKSON ST MULTI USE PROJECT JACKSON ST MULTI USE PROJECT	I 201706011961 304-601-700	5/31/2017 7,128.57	7,128.57
01-05192	TRACE STATION GROUP, LLC	139027	JACKSON ST MULTI USE PROJECT JACKSON ST MULTI USE PROJECT	I 201706011962 304-601-700	5/31/2017 9,577.46	9,577.46
01-02852	TRANSAMERICA LIFE INSURAN	139028	0B232: MAY 2017 0B232: MAY 2017	I 2502445105 001-000-171	5/01/2017 97.47	97.47
01-01571	TRI-STATE TRUCK CENTER	139029	TRUCK PARTS A/C COMPRESSOR DRYER EXPANSION VALVE FUEL FILTER A/C O-RING	I FI18367 001-201-632 001-201-632 001-201-632 001-201-632 001-201-632	5/16/2017 463.28 172.78 84.79 194.85 44.95	960.65
01-01571	TRI-STATE TRUCK CENTER	139030	TRUCK PARTS SEAT BELT	I FI18493 001-201-632	5/17/2017 72.09	72.09
01-04160	KC EXPRESS LLC	139031	APRIL 2017 SERVICES APRIL 2017 SERVICES APRIL 2017 SERVICES	I 1570 001-100-604 001-201-604	4/30/2017 445.00 1,105.00	1,550.00
01-02393	TYLER TECHNOLOGIES	139032	JUNE 2017 MAINTENANCE JUNE 2017 MAINTENANCE	I 025-191381 400-650-604	6/01/2017 370.00	370.00
01-00920	U S A CYCLING INC	139033	INSURANCE INSURANCE	I 7 001-340-650	5/11/2017 1,543.50	1,543.50
01-03890	U.S. BANK EQUIPMENT FINAN	139034	797947: MONTHLY SERVICE 797947: MONTHLY SERVICE 797947: MONTHLY SERVICE 797947: MONTHLY SERVICE 797947: MONTHLY SERVICE 797947: MONTHLY SERVICE	I 331154880 001-040-635 001-020-635 400-650-635 001-180-635 001-340-635 001-100-635	5/19/2017 199.81 169.07 184.44 199.81 153.60 645.12	2,059.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*			CONT
				NUMBER	DATE	AMOUNT	
01-03890	U.S. BANK EQUIPMENT FINAN	139034	797947: MONTHLY SERVICE	I 331154880	5/19/2017	2,059.00	
			797947: MONTHLY SERVICE	001-010-635	215.18		
			797947: MONTHLY SERVICE	001-160-635	199.81		
			797947: MONTHLY SERVICE	001-201-635	92.16		
01-00544	U.S. LAWNS OF JACKSON	139035	C. HALL, & VARIOUS OTHER LOC.	I 36667	6/01/2017	8,165.84	
			C. HALL, & VARIOUS OTHER LOC.	001-340-604	8,165.84		
01-00544	U.S. LAWNS OF JACKSON	139036	HARBOR DRIVE	I 36669	6/01/2017	1,017.18	
			HARBOR DRIVE	001-201-604	1,017.18		
01-00544	U.S. LAWNS OF JACKSON	139037	COUNTY LINE ROAD	I 36671	6/01/2017	3,778.50	
			COUNTY LINE ROAD	001-201-604	3,778.50		
01-00544	U.S. LAWNS OF JACKSON	139038	LAKE HARBOUR/NORTH PARK DR INT	I 36672	6/01/2017	964.41	
			LAKE HARBOUR/NORTH PARK DR INT	001-201-604	964.41		
01-00544	U.S. LAWNS OF JACKSON	139039	JACKSON STREET PARKING LOT	I 36673	6/01/2017	825.33	
			JACKSON STREET PARKING LOT	001-201-604	825.33		
01-00544	U.S. LAWNS OF JACKSON	139040	I-55 INTERCHANGE	I 36674	6/01/2017	7,897.91	
			I-55 INTERCHANGE	001-201-604	7,897.91		
01-03710	UNION AUTO PARTS	139041	TRUCK PARTS	I 911471-00	4/25/2017	69.99	
			BLOWER MOTOR	001-201-632	69.99		
01-03710	UNION AUTO PARTS	139042	TRUCK PARTS	I 915347-00	5/01/2017	53.34	
			BRAKE PADS	400-650-632	53.34		
01-03710	UNION AUTO PARTS	139043	TRUCK PARTS	I 915646-00	5/01/2017	27.49	
			RESISTER	400-650-632	21.03		
			DOOR HANDLE	400-650-632	6.46		
01-03710	UNION AUTO PARTS	139044	TRUCK PARTS	I 916346-00	5/02/2017	58.98	
			ANTIFREEZE	400-650-632	33.52		
			GASKET	400-650-632	12.73		
			GASKET	400-650-632	12.73		
01-03710	UNION AUTO PARTS	139045	ADHESIVE	I 920202-00	5/05/2017	11.82	
			ADHESIVE	001-100-632	11.82		
01-03710	UNION AUTO PARTS	139046	P307 /SHOP STOCK	I 922920-00	5/10/2017	324.04	
			FUEL PUMP	001-100-632	194.44		
			REAR BRAKE PADS	001-100-632	129.60		
01-03710	UNION AUTO PARTS	139047	TRUCK PARTS	I 924228-00	5/11/2017	198.82	
			ALTERNATOR	400-650-632	198.82		
01-03710	UNION AUTO PARTS	139048	TRUCK PARTS	I 926489-00	5/15/2017	14.79	
			GAS CAP	400-650-632	14.79		
01-03710	UNION AUTO PARTS	139049	TRUCK PARTS	I 927126-00	5/16/2017	11.06	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*			CONT
				NUMBER	DATE	AMOUNT	
01-03710	UNION AUTO PARTS	139049	TRUCK PARTS OIL CHANGE KIT	I 927126-00 400-650-632	5/16/2017 11.06	11.06	CONT
01-01241	W J K K - FM "MIX 98.7"	139050	.CENTURY RIDGE ADVERTISEMENT .CENTURY RIDGE ADVERTISEMENT	I 990-00194-0000 001-340-615	5/14/2017 125.00	125.00	
01-01269	W U S J-FM "US 96.3"	139051	CENTURY RIDE ADVERTISEMENT CENTURY RIDE ADVERTISEMENT	I 990-00195-0000 001-340-615	5/14/2017 175.00	175.00	
01-75100	WAGGONER ENGINEERING, INC	139052	PROJECT# C012039.001 PROJECT# C012039.001	I 33647 390-601-600	5/10/2017 662.50	662.50	
01-75450	WALMART	139053	FD-DIVE CLASS BEACH BALL BALL GOGGLES STOPWATCH BENADRYL IBUPROFEN LOW DOSE ASPIRIN EAR DRY SWIM EAR BANDAGES NUTRIGRAIN BARS NUTRIGRAIN BARS NUTRIGRAIN BARS FIG NEWTONS COOKIES/CRACKERS COOKIES/CRACKERS COOKIES/CRACKERS COOKIES/CRACKERS CHIPS GATORADE WATER	I 02577 001-160-540	5/03/2017 9.94 5.82 47.64 9.77 4.44 4.00 5.97 4.88 4.24 4.97 3.98 4.78 6.98 4.74 4.50 5.56 1.98 5.00 9.48 23.92 9.96	182.55	
01-75450	WALMART	139054	MAILERS BINDER TABS MAILERS BUBBLE WRAP MAILERS	I 03154 001-340-500 001-340-500 001-340-500	5/16/2017 14.88 17.70 4.94	37.52	
01-75450	WALMART	139055	BREAKFAST BANANA MUFFIN CHOCOLATE MUFFIN DOUNLE CHOC MUFFIN BLUEBERRY MUFFIN CINNABON BREAD	I 03301 001-340-650 001-340-650 001-340-650 001-340-650 001-340-650	5/12/2017 7.96 7.96 7.96 15.92 3.98	43.78	
01-75450	WALMART	139056	ELECTION SUPPLIES PORTFOLIO FOLDERS	I 06031 001-030-607	5/17/2017 1.00	1.00	
01-75450	WALMART	139057	SUPPLIES MAGIC ERASER	I 08123 400-650-500	5/18/2017 8.47	86.84	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75450	WALMART	139057	SUPPLIES	I 08123	5/18/2017	86.84
			LAMINATING SHEETS	400-650-500	29.88	
			PACKING TAPE	400-650-500	5.18	
			ALCOHOL	400-650-500	2.58	
			3 X 3 POST IT NOTES	400-650-500	9.97	
			EXPO SLIM MARKERS	400-650-500	3.97	
			BLACK EXPO MARKERS	400-650-500	2.44	
			8 CT EXPO MARKERS	400-650-500	8.92	
			STORAGE BAGS	400-650-540	1.97	
			MAXWELL HOUSE COFFEE	400-650-540	7.78	
			10 LB SUGAR	400-650-540	5.68	
01-75450	WALMART	139058	FD-SUPPLIES	I 08423A	4/30/2017	250.82
			CLOROX CLEANUP	001-160-510	11.52	
			LYSOL	001-160-510	29.49	
			CLOROX TBC	001-160-510	19.88	
			409	001-160-510	11.52	
			PINESOL	001-160-510	5.88	
			SUGAR	001-160-510	9.90	
			SCENTED OIL	001-160-510	9.97	
			COFFEE/GATORADE	001-160-540	17.94	
			WATER	001-160-540	14.94	
			COFFEE	001-160-540	30.52	
			CREAMER	001-160-540	17.28	
			COFFEE	001-160-540	59.29	
			CREAMER	001-160-540	5.96	
			COFFEE	001-160-540	6.73	
01-75790	WARREN FIRST AID & SUPPLY	139059	SAFETY SUPPLIES	I 3973	5/11/2017	331.05
			LATEX GLOVES CASE	400-650-540	26.20	
			RAIN SUIT XL	400-650-540	50.00	
			RAIN SUIT 2X	400-650-540	100.00	
			RAIN SUIT 3X	400-650-540	50.00	
			BACK BRACE XL	400-650-540	59.85	
			WORK GLOVES XL	400-650-540	45.00	
01-75900	WASTE MANAGEMENT OF MS	139060	APRIL 2017 SERVICE	I 0007737-1894-5	5/02/2017	113,223.32
			APRIL 2017 SERVICE	003-220-682	80,598.31	
			APRIL 2017 SERVICE	003-220-683	32,625.01	
01-75900	WASTE MANAGEMENT OF MS	139061	ROLL OFF DUMPSTER	I 2808249-0078-9	4/17/2017	365.00
			ROLL OFF DUMPSTER	001-340-650	365.00	
01-75900	WASTE MANAGEMENT OF MS	139062	ROLL OFF DUMPSTER	I 2811514-0078-1	5/01/2017	290.00
			ROLL OFF DUMPSTER	001-340-650	290.00	
01-76055	WATKINS RADIATOR & WELDIN	139063	FD-RADIATOR REPAIR	I 110673	4/18/2017	325.00
			RADIATOR REPAIR	001-160-632	325.00	
01-03934	WILLIAM MORRIS ENDEAVOR E	139064	BALLOON GLOW 2017	I 201705191843	5/17/2017	10,000.00
			DEPOSIT JOE DIFFIE	001-340-650	10,000.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*	NUMBER	DATE	AMOUNT
01-02983	YELVERTON CONSULTING, LLC	139065	JUNE 2017 SERVICES JUNE 2017 SERVICES	I 201706011927 001-020-604	5/28/2017 3,000.00	3,000.00	
01-02552	YOUNG, ELLIOTT S	139066	ADV TRAV: 06-12-17 - 06-16-17 ADV TRAV: 06-12-17 - 06-16-17	I 201706011926 001-100-610	5/30/2017 235.75	235.75	
01-03233	YOUR PERSONAL CHEF	139067	CENTURY RIDE 17 POST MEAL CENTURY RIDE 17 POST MEAL FRUIT TRAY	I 13048R 001-340-650 001-340-650	5/06/2017 4,725.00 40.00	4,765.00	
						TOTAL =	874,077.87

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	278,757.76
003	SANITATION	113,223.32
005	COURT SERVICES FEE FUND	2,355.08
304	JACKSON ST MULTI-USE	106,967.93
362	COLONY PARK BLVD	225.00
378	LAKE HARBOUR DR EXT	129,269.30
390	CITY CENTER PROJECTS	1,337.50
392	CRAFT CENTER PARKING LOT	30.00
400	PUBLIC UTILITIES FUND	87,141.92
404	EMCRS OPERATION & MAINT	154,695.06
474	SAMUELS LANE WATER WELL	75.00
TOTALS FOR ALL FUNDS =		874,077.87

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 5/05/2017

PAY PERIOD ENDING: 5/18/2017

May 26, 2016 payroll

*** GRAND TOTALS ***

-----EARNINGS-----			----BENF/REIMB----		-----DEDUCTIONS-----				-----TAXES-----			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	1,252.00	49,681.24	VEH	174.00	AFA	AFACC	1105.85		FED W/H	398,860.98	40,839.25	
SMON	0.00	26,225.82			AFC	AFCAN	1024.97		ST WH MS	398,860.98	13,335.00	
REG	20,148.25	344,882.68			AFD	AFSHO	682.45		FICA	441,742.12	27,388.01	27388.01
R/O	17.00	274.92			AFH	AFHOS	639.88		MEDI	441,742.12	6,405.30	6405.30
O/T	339.00	7,623.27			AFS	AFSPE	281.25					
CE	15.00	0.00			ANN	ANUTY	1857.50					
CMPRG	5.00	0.00			B16	BKRUP	135.50					
COMP	27.00	586.84			B17	BKRUP	754.74					
SICK	396.00	7,470.67			C16	CHSUP	81.00					
VAC	828.50	17,153.92			C18	CHSUP	215.00					
HOL	464.50	6,949.19			C19	CHSUP	130.50					
MLT	96.00	1,198.08			C32	CHSUP	225.00					
PARAM	0.00	1,153.85			C33	CHSUP	25.00					
SHIFT	0.00	600.00			C39	CHSUP	152.50					
YMCA	0.00	22.50			C42	CHSUP	147.50					
TRAFF	0.00	2,002.00			C43	CHSUP	110.00					
ADM	18.00	307.08			C49	CHSUP	62.50					
TASKF	13.00	505.83			C54	CHSUP	86.50					
FUGTF	15.00	393.30			C56	CHSUP	130.00					
					C57	CHSUP	75.00					
					C58	CHSUP	200.00					
					C59	CHSUP	285.25					
					C60	CHSUP	193.00					
					C61	CHSUP	90.00					
					CAF	ADMFE	123.00	144.32				
					CCF	CANCF	48.74					
					CFM	CFM	13.50	15.75				
					CHC	CHCAR	891.66					
					C05	CHSUP	161.50					
					CRU	CRUN	5159.00					
					D15	GARNI	158.51					
					D39	GARNI	96.46					
					D42	GARNI	20.28					
					D47	GARNI	243.36					
					DCF	DENCF	2056.80	1168.64				
					DCM	DCM	312.06	197.05				
					DEN	DENTL		2266.88				
					DMO	DMO		28.15				
					FCE	FLEX	6.20					
					HCF	HTHCF	13283.96	14403.63				
					HCM	HCM	2618.42	2367.72				
					HLT	HELTH		33542.70				

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 5/05/2017

PAY PERIOD ENDING: 5/18/2017

** (CONTINUED) **

DATE	ORG FN	ACCOUNT	CODE/RATE	HOURLY RATE	HOURS	AMOUNT	PROJECT
			HMO HMO		574.00	789.24	
			HRF HRF		201.51	293.14	
			LIF LIFE		60.59	1367.40	
			MDF YMCA		295.00		
			PBA POBEN		246.75		
			RET RET		41023.64	72113.01	
			UNR UNREM		3315.53		
TOTALS: 23,634.25 467,031.19			174.00		79601.36	128697.63	87,967.56 33793.31

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	19,495.10	18,730.50	0.00	764.60	0.00	0.00	3,336.72	3,241.13	12,917.25
001-020	16,966.73	16,849.45	0.00	117.28	0.00	0.00	6,027.01	2,538.13	8,401.59
001-040	20,414.18	18,922.86	291.78	1,199.54	0.00	0.00	3,362.07	3,819.32	13,232.79
001-092	1,233.84	1,233.84	0.00	0.00	0.00	0.00	565.73	149.34	518.77
001-093	2,343.84	2,189.64	0.00	154.20	0.00	0.00	517.62	398.51	1,427.71
001-100	141,706.55	125,220.98	2,981.27	9,696.09	3,808.21	0.00	21,057.20	26,756.32	93,893.03
001-160	104,530.50	96,336.43	440.40	6,599.82	1,153.85	0.00	19,747.85	20,077.41	64,705.24
001-180	23,467.30	21,718.32	0.00	1,726.48	22.50	0.00	4,384.20	4,692.35	14,390.75
001-201	50,437.32	44,134.63	2,548.99	3,461.08	190.62	102.00	7,683.13	9,100.79	33,551.40
001-340	36,946.86	32,056.77	1,234.08	3,656.01	0.00	0.00	4,115.07	7,782.31	25,049.48
005-101	7,844.00	5,887.76	0.00	1,956.24	0.00	0.00	1,494.22	1,514.84	4,834.94
400-650	39,390.97	35,313.00	126.75	3,794.92	84.30	72.00	6,870.34	7,617.77	24,830.86
404-650	2,428.00	2,195.56	0.00	232.44	0.00	0.00	440.20	279.34	1,708.46
TOTALS	467,205.19	420,789.74	7,623.27	33,358.70	5,259.48	174.00	79,601.36	87,967.56	299,462.27

REGULAR INPUT: 289

MANUAL INPUT: 0

CHECK STUB COUNT: 2

DIRECT DEPOSIT STUB COUNT: 287

5/31/2017 4:10 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 15729 Regular Payments

VENDOR SET: 01

BANK : PYBK PAYROLL RELATED DISB

**** CHECK LISTING ****

May 2017 month End

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00027	MISS DEPT OF HUMAN SERVICE							
	I-C05201705051728	VARIOUS CHILD SUPP MONTHLY	R	5/31/2017		161.50CR	131381	
	I-C05201705231847	VARIOUS CHILD SUPP MONTHLY	R	5/31/2017		161.50CR	131381	323.00

5/31/2017 4:10 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 15729 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PYBK PAYROLL RELATED DISB

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00010	STATE TAX COMMISSION							
	I-T2 201705051728	STATE TAX WITHHOLDING	D	5/31/2017		13,232.00CR	000106	
	I-T2 201705231847	STATE TAX WITHHOLDING	D	5/31/2017		13,335.00CR	000106	26,567.00
00011	GOVT EMPL DEFERRED COMP P							
	I-ANN201705051728	ANNUITY	D	5/31/2017		757.50CR	000107	
	I-ANN201705231847	ANNUITY	D	5/31/2017		1,857.50CR	000107	2,615.00
00029	CITY OF RIDGELAND PAYROLL							
	I-RET201705051728	RETIREMENT	D	5/31/2017		110,927.70CR	000108	
	I-RET201705231847	RETIREMENT	D	5/31/2017		113,136.65CR	000108	224,064.35

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	323.00	323.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	253,246.35	253,246.35
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	4	0.00	253,569.35	253,569.35

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

5/31/2017 4:10 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 15729 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PYBK PAYROLL RELATED DISB

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
--------	-------------	------	--------------	--------------	----------	--------	-------------	----------------

*** POSTING PERIOD RECAP ***

FUND	PERIOD	AMOUNT
001	5/2017	227,711.36CR
005	5/2017	2,734.22CR
400	5/2017	21,851.91CR
404	5/2017	1,271.86CR
ALL		253,569.35CR