MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
March 5, 2013
6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

Accept Minutes of the February 19, 2013 Mayor & Board of Aldermen Meeting

CONSIDERATION OF MINUTES FROM PRIOR WORK SESSION

1. AGENDA ITEMS
   a) Adopt Ordinance Establishing Written Procedures for the Implementation of the Mississippi Public Records Act, As Amended, And For Related Purposes (Administration)

2. CONSENT ITEMS
   a) Approve Public Records Request Form with Notated Fees (Administration)
   b) Approve Hite B. Wolcott Park & Freedom Ridge Park Concessions Agreement for April 1, 2013 through March 31, 2017 (Recreation & Parks)
   c) Approve Ridgeland Tennis Center Contractor's Agreement for April 1, 2013 through March 31, 2017 (Recreation & Parks)
   d) Approve Advertising for "Request for Proposal" for the *Ridgeland Life* Magazine Printing and Graphic Design for Period of April 1, 2013 thru March 31, 2015 (Administration)
   e) Approve Publishing Revised 2013 FYCourt Service Fee Fund Budget, 2013 FY Capital Projects Funds Budget, and 2013 FY Forfeiture & Seizure Fund Budget (Administration)
   f) Approve Appointment of Peggy Gauthe to Ridgeland Election Commission (Mayor)
   g) Declare Vehicles Marked P191, P-213, P-242, P-255, P-256, P-263, and P-264 Surplus and Authorize Sale (Police)
   h) Declare Abandoned Property Surplus and Athorize Trading and/or the Destruction of Property (Police)
   i) Approve Special Events Permit Application for Crohn's & Colitis Foundation of America Contingent Upon Receipt of $100 Application Fee (Police)
   j) Approve Special Events Permit for Voice of Calvary Ministries (Police)
   k) Approve Receiving Donation of $686.00 From Repeat Street for Purchase of One (1) Bullet Proof Vest (Police)

l) Approve Budget Adjustment of $686.00 from 001-000-348 (Donations Restricted) to 001-100-730 (Police Capital Machinery & Equipment) (Police)

m) Approve Payment of Invoice #29076/Lake Harbour Drive Widening Project #STP-8323-00(003) (Public Works)

n) Approve Payment of Invoice #29077/Lake Harbour Drive Extension Project #HPP-8323-00(004) (Public Works)

o) Approve Landscape Contract with U.S. Lawns for Lake Harbour Drive and Northpark Drive (Public Works)

p) Approve Contract with Smith Lawns for Roadside Maintenance and Highland Colony Parkway Maintenance (Public Works)

q) Approve Change Order #2 and Final for Rice Road Trail Head Project (Public Works)

r) Authorize Expending Funds for the Community Garden (Public Works)

s) Approve Interlocal Agreement for Craft Center Parking Lot (Public Works)

3. PAYMENT OF CLAIMS

a) Approve Payment of Claims 106619 through 106844 in the Amount of $1,578,337.38 and Payroll Dated February 22, 2013 in the Amount of $419,468.48

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

Statement from City Attorney for Services Through February 22, 2013

MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
FEBRUARY 19, 2013
6:00 PM

The Mayor called the second regular February 2013 meeting of the Mayor and Board of Aldermen to order. Present were Mayor Gene F. McGee, Alderman D. I. Smith, Alderman Chuck Gautier, Alderman Scott Jones, Alderman Kevin Holder, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Brian Ramsey, City Clerk Paula Tierce, and City Attorney Jerry Mills and City Attorney James Gabriel. The meeting was opened with an invocation by Recreation & Parks Director, Chris Chance, followed by the Pledge of Allegiance.

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The Mayor & Board of Aldermen were provided the January 2013 Financial Statement, January 2013 Privilege License Report, and the February 2013 Sales Tax Report.

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Next came the matter of accepting the Minutes from the February 4, 2013 Work Session and the February 5, 2013 Mayor and Board of Aldermen Meeting. The Minutes were accepted with no corrections noted.

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Next came the appeal of the AutoZone Sign Application. Alan Hart, Director of Community Development, present a brief presentation to the Mayor & Board of Alderman and acknowledged the presence of Mr. Brian Siddall, a representative of AutoZone. Alderman Brian Ramsey moved that Sign Application submitted to the Architectural Review Board be denied. The Motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

Alderman D. I. Smith	Yea
Alderman Brian Ramsey	Yea
Alderman Kevin Holder	Yea
Alderman Scott Jones	Yea
Alderman Chuck Gautier	Yea
Alderman Wes Hamlin	Yea
Alderman Ken Heard	Yea

The Mayor then declared the Motion carried.

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CONSENT AGENDA

Next came the matter of the items set out on the Consent Agenda. Alderman Scott Jones moved to approve the Consent Agenda:

a) Approve Architectural Plan and Sign Application for Sav A Lot Food Store Located on Old Canton Road – *Order Attached Hereto As Exhibit "A"*

b) Appointment of Mrs. Pat Krakos and Mr. Larry Miller as Election Commissioners to Fill Vacant Positions – *Order Attached Hereto As Exhibit "B"*

c) Approve Non-Compensated Special Contract Agent Contract – *Order Attached Hereto As Exhibit "C"*

d) Approve Abandoned Property Surplus and Authorize Sale of Property – *Order Attached Hereto As Exhibit "D"*

e) Approve Memorandum of Understanding with Madison County Sheriff's Department, Madison Police Department, and Ridgeland Police Department – *Order Attached Hereto As Exhibit "E"*

f) Approve Special Event Permit Application for Lily-Central MS Down Syndrome Society for 3.21 Mile Run/1 Mile Fun Run on Saturday, May 11, 2013 – *Special Event Permit Attached Hereto As Exhibit "F"*

g) Approve Request to Advertise for Emergency Debris Removal Bids – *Order Attached Hereto As Exhibit "G"*

h) Approve BankPlus as City Depository for Calendar Years 2013 and 2014 – *Order Attached Hereto As Exhibit "H"*

i) Approve Butler Snow Preparing the 2013 Continuing Disclosure Information Statement for 2003 GO Refunding Bonds, 2007A GO Public Improvement Bonds, 2010 GO Refunding Bonds, 2010 GO Refunding Bonds, 2011 GO Bonds, and 2012 GO Refunding Bonds for Total Fee of $1,500.00 – *Order Attached Hereto As Exhibit "I"*

The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Aye
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor then declared the Motion carried.

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PAYMENT OF CLAIMS

There next came for consideration the matter of payment of claims. Alderman Scott Jones moved that claim numbers 105988 through 106347 in the amount of $1,476,106.39 be paid.

The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Aye
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor then declared the Motion carried.

****

There next came the request by Mayor Gene McGee to approve a Resolution supporting the relocation of the Mississippi Department of Revenue to the currently vacant Diversified Technologies, Inc. building located in Ridgeland, Mississippi. Alderman D. I. Smith moved that the Resolution presented by Mayor Gene McGee be approved. The Motion was seconded by Alderman Brian Ramsey and a vote was taken hereto as follows:

Alderman D. I. Smith	Yea
Alderman Brian Ramsey	Yea
Alderman Kevin Holder	Yea
Alderman Scott Jones	Yea
Alderman Chuck Gautier	Yea
Alderman Wes Hamlin	Yea
Alderman Ken Heard	Yea

The Mayor then declared the Motion carried.

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Alderman Ken Heard moved that the meeting be closed to determine the necessity for an executive session. The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Aye
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor declared the Motion carried.

The meeting was closed and discussion followed regarding the necessity of going into executive session to discuss pending and potential litigation.

Alderman Chuck Gautier moved that the Mayor and Board of Aldermen go into executive session.

The Motion was seconded by Alderman Wes Hamlin and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Aye
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor declared the Motion carried.

The Mayor reopened the meeting and announced that, by unanimous vote, the Mayor and Board of Aldermen were going into executive session to discuss pending and potential litigation.

The meeting was then closed and the Board went into executive session.

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EXECUTIVE SESSION

Present were Mayor Gene F. McGee, Alderman D. I. Smith, Alderman Chuck Gautier, Alderman Scott Jones, Alderman Kevin Holder, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Brian Ramsey, City Clerk Paula Tierce, City Attorney Jerry Mills, City Attorney James Gabriel, Public Works Director Mike McCollum, and Community Development Director Alan Hart.

Following discussion by the Mayor and Board of Aldermen regarding the acquisition of a

temporary easement for the construction of the Jackson Street Sewer System Improvements Project, Alderman Chuck Gautier moved to authorize Mayor McGee to negotiate with Dr. William Reeves' to amend his current settlement offer of $9,500.00 to allow 18 months access to the property or, at the discretion of Mayor McGee, to negotiate a settlement for a one year access. The Motion was seconded by Alderman Scott Jones and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Aye
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor declared the Motion carried.

(Public Works Director Mike McCollum left the meeting)

Following discussion by the Mayor and Board of Aldermen regarding a settlement for property located at 626 Ralde Circle, Ridgeland, Mississippi, Alderman Chuck Gautier moved that the Mayor be authorized to negotiate with Mr. Allen Hodges a settlement amount not to exceed $12,000.00. The Motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Alderman D. I. Smith	Nay
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Nay
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Nay

The Mayor declared the Motion carried.

At this time, Alderman Brian Ramsey moved that the Board come out of executive session.

The Motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Aye
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Aye

The Mayor declared the Motion carried.

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The meeting was reopened, whereupon, the Mayor informed the public of action that was taken during executive session.

ADJOURNMENT

There being no further business before the Mayor and Board of Aldermen, the Mayor declared the second regular February 2013 meeting adjourned at 6:58 p.m.

WITNESS MY SIGNATURE, this the _____ day of February, 2013.

_____
GENE F. MCGEE, MAYOR

ATTEST:

_____
PAULA TIERCE, CITY CLERK

ORDINANCE 2013 – 1

AN ORDINANCE BY THE CITY OF RIDGELAND MAYOR & BOARD OF ALDERMEN ESTABLISHING WRITTEN PROCEDURES FOR THE IMPLEMENTATION OF THE MISSISSIPPI PUBLIC RECORDS ACT, AS AMENDED, AND FOR RELATED PURPOSES

WHEREAS, the Mississippi Public Records Act of 1983, as amended, (Miss. Code Ann. Sec. 25-61-1 et seq.), except for certain exempted documents, provides that "any person shall have the right to inspect, copy or mechanically reproduce or obtain a reproduction of any public record of a public body in accordance with reasonable written procedures adopted by the public body concerning the cost, time, place and method of access"; and

WHEREAS, House Bill 113, passed during the 2010 Regular Session of the Mississippi Legislature, approved by the Governor April 7, 2010, provides for certain and various amendments to the Mississippi Public Records Act of 1983, including a decrease in the number of days a public body has to respond to a request for public records from fourteen (14) working days to seven (7) working days; and

WHEREAS, the requirements set forth in the Mississippi Public Records Act of 1983, as amended, became effective July 1, 2010; and

WHEREAS, the Governing Authority desires to amend the City's current policies and procedures for the production of documents to comply with the recent Legislative amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR & BOARD OF ALDERMEN FOR THE CITY OF RIDGELAND, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the above and foregoing Preamble to this Ordinance be, and they are hereby adopted as the official findings of the Governing Authority of the City of Ridgeland.

SECTION 2. The Mississippi Public Records Act of 1983, as amended, is hereby incorporated herein by reference, and each and every definition, term and condition set forth therein is adopted for the use of the city.

SECTION 3. The city shall receive requests for information, on the approved form provided by the city, to the City Clerk at the address shown:

IN PERSON:	City Hall, 304 Highway 51, Ridgeland, MS 39157
BY MAIL:	City Clerk, P. O. Box 217, Ridgeland, MS 39158-0217
BY FAX:	(601)856-7819

BY EMAIL: city.clerk@ridgelandms.org

Requests may also be received in all city departments and forwarded to the City Clerk for approval. The date of receipt by the City Clerk is the official request date. Requests made in person shall be during business hours (8:00 a.m. to 5:00 p.m.) on regular working days (Monday through Friday) except legal holidays.

SECTION 4: If the information requested is not otherwise exempt, the City Clerk or his/her designee shall cause the public records to be reproduced by the department that created the requested documents. That department shall provide the requested information in a timely manner to ensure that the documents are submitted to the requestor within seven (7) working days of official request date.

If the city is unable to produce the requested record by the seventh working day after the request is made, the City Clerk or his/her designee or representative shall provide a written explanation to the person making the request why the record cannot be produced during the seven (7) day period. In no case, unless agreed upon by the parties, shall any record be released more than fourteen (14) working days from the receipt of the request by the City Clerk.

SECTION 5: If the request is denied, a detailed written explanation of the reason(s) for denial must be sent to the requestor within seven (7) working days of the official request date.

SECTION 6: A copy of any ordinance governing the release of public records shall be made available for public inspection upon request at the office of the City Clerk.

SECTION 7: To provide for the immediate compliance with the Mississippi Public Records Act of 1983, as amended, this Ordinance, upon unanimous passage by the City of Ridgeland Mayor & Board of Aldermen, shall be in full force and becomes effective March 6, 2013, and shall be spread on the minutes of the City of Ridgeland. The Ordinance shall be published according to law.

ORDERED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Ridgeland, Madison County, Mississippi, at a regular meeting thereof held on the 5th day of March, 2013.

The Motion for adoption was made by Alderman _____ and seconded by Alderman _____ and the foregoing Ordinance having been first reduced to writing, was submitted to the Board of Aldermen for passage or rejection on roll call vote with the following results:

Alderman Ken Heard (Ward 1) voted: _____

Alderman Chuck Gautier (Ward 2) voted: _____

Alderman Kevin Holder (Ward 3) voted: _____

Alderman Brian Ramsey (Ward 4) voted: _____

Alderman Scott Jones (Ward 5) voted: _____

Alderman Wesley Hamlin (Ward 6) voted: _____

Alderman D. I. Smith (At Large) voted: _____

Whereupon the Mayor declared the motion carried and the Ordinance adopted.

The foregoing ordinance is approved, this the _____ day of March, 2013.

_____
MAYOR GENE F. MCGEE
CITY OF RIDGELAND, MISSISSIPPI

ATTEST:

_____
PAULA TIERCE, CITY CLERK

[SEAL]

REQUEST TO INSPECT, COPY OR REPRODUCE PUBLIC RECORDS

(PLEASE PRINT) DATE: _____ **PHONE:** _____

PERSONAL REQUESTING: _____ **DATE:** _____

BUSINESS (If Applicable): _____

If Attorney/Insurance Co. Making Request, Client's Name:

ADDRESS: _____

_____

SUBJECT MATTER: _____

_____

_____

(Any request shall be clear and concise and shall be directed toward only one subject matter)

MATTER OF COMPLIANCE:

| | Personally Inspect

| | Personally Copy

MATTER OF DELIVERY:

| | By Mail to Address Above

| | In Person at Your Office

For further information regarding this form, see the published statement entitled "Police and Procedure - Mississippi Public Records Act of 1983. A copy of this statement is available upon review.

I understand that actual cost of compliance with my request, if granted, shall be borne by me, including mailing cost if applicable. Actual copy of compliance with my request, if granted, shall be paid by me in advance of the receipt of any information.

_____

SIGNATURE OF PERSON REQUESTING INFORMATION

DO NO WRITE BELOW

REQUEST IS DIRECTED TO: City Clerk/City Hall

ESTIMATE OF COST:

Copies @ $ .25 each =	$ _____
Copying Time @ $8.00/Hour	$ _____
Research @ $17.00/hour	$ _____
Computer Records @ $55/Hour	$ _____
TOTAL ESTIMATE	**$** _____
AMOUNT PAID	**$** _____

REQUEST APPROVED _____ REQUEST DENIED _____

_____ _____

CITY CLERK DATE

DATE OF COMPLIANCE:_____ DEPARTMENT: _____

the city of RIDGELAND

February 26, 2012

MEMO

To: Mayor & Board of Aldermen

From: Chris Chance, CPRP, CRSS
Director of Recreation & Parks

Re: Approve Contract for Concessions at Hite Wolcott & Freedom Ridge Parks – Field of Dreams, LLC

On February 15, 2013, the City of Ridgeland Recreation & Parks Department received proposals for operation of the four concession stands at Hite Wolcott and Freedom Ridge Parks. One proposal was received from Field of Dreams, LLC, for operation of the concession stands.

I am recommending approval of the attached four-year contract with Field of Dreams, LLC for the operation of the four concession stands. The terms of the contract remain the same as our previous contracts with Field of Dreams.

Thank you for your consideration of this request.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2011 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Chris L. Chance, cprp, crss – director of recreation & parks

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

HITE B. WOLCOTT PARK & FREEDOM RIDGE PARK
CONCESSIONS AGREEMENT

THIS AGREEMENT, made and entered into on this the ____ day of March 2013, between the City of Ridgeland, Mississippi, hereinafter referred to as "City", and Field of Dreams Concessions, LLC, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of concessions facilities at Hite B. Wolcott Park and Freedom Ridge Park; and

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order to provide concessions at said facilities,

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and Contractor mutually agree as follows:

SECTION I
GENERAL TERMS AND CONDITIONS

1. TERM OF AGREEMENT

1.1. The Agreement shall commence on or about April 1, 2013, and shall end March 31, 2017, unless terminated earlier under provisions herein.

2. TERMINATION AND CANCELLATION

2.1. The City may terminate this contract at any time by delivery of written notice stating the contract will terminate within ninety (90) days from date of the receipt of said notice.
2.2. The Contractor may terminate this contract at any time by delivery of written notice stating the contract will terminate within ninety (90) days from date of receipt of said notice.
2.3. At termination of the Agreement, the Contractor will remove, without damage to the Concession Stands, all personal property except for property which may have become fixtures.
2.4. City and Contractor agree to mediate any contract disputes by a mutually agreed upon mediator.

3. NEGOTIATIONS

3.1. The City reserves the right to negotiate all elements that comprise the Contractor's proposal to ensure the best possible consideration is afforded to all concerned.

4. LEGAL RELATIONSHIPS

4.1. It is understood and hereby agreed by the parties the Contractor is and shall be an independent contractor and shall control all ways, means and details incidental to the performance of itself and its agents and employees under this contract. Neither the Contractor nor its agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits that accrue to City employees. Contractor agrees to indemnify and hold harmless the City from any and all claims or losses which may result from any negligence or misconduct on the part of the Contractor, his agents, employees or representatives.

4.2. City has entered into this Agreement based upon the single proposal presented by Field of Dreams Concessions, LLC which by execution of this Agreement shall be liable for the agreed compensation and all other terms, causations, and duties found herein.

5. LAWS, STATUS and OTHER GOVERNMENTAL PROVISIONS

5.1. The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulations which affect the operation of the concession stands and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facility.

5.2. The Contractor further agrees to procure all permits and licenses, pay all charges and fees, and give all notices necessary to the lawful operation of the concession stands.

6. NOTICES

6.1. All notices under this agreement shall be by registered or certified mail or personal delivery with notice period to begin from date of receipt by recipient of said notice.

7. EQUAL OPPORTUNITY

7.1. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of that Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.

7.2. In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be canceled, terminated or suspended in whole or in part, and the Contractor may be debarred from further contracts with the City of Ridgeland, Mississippi.

SECTION II
GENERAL DUTIES

1. PRIVILEGES

1.1. The City of Ridgeland, Mississippi, hereby grants to the Contractor the following exclusive privileges at Hite B. Wolcott Park and Freedom Ridge Park concessions stands:

a. The right to sell food and beverages, subject to the limitations and conditions hereinafter stated.

b. The right to collect fees for all services provided through the facility and to retain such fees, subject to the limitations and conditions hereinafter stated.

2. PERSONNEL

2.1. The Contractor shall hire, train, and supervise, at its own cost and expense, a staff of employees to assist in the performance of this Agreement.

2.2. The Contractor shall endeavor to employ only persons who by appearance, manner and character will reflect credit on the City and will be acceptable to the users of Hite B. Wolcott Park and Freedom Ridge Park. The Director of Recreation and Parks reserves the right to demand dismissal of any employee of the Contractor who in the Director's opinion is unacceptable for employment at Hite B. Wolcott Park or Freedom Ridge Park.

3. INSURANCE COVERAGE

3.1. Before commencing business, the Contractor shall procure and thereafter, keep in full force and effect during the term of this Agreement liability insurance coverage in the amount of at least $1,000,000 and $50,000 in property damage and state limits of worker's compensation coverage.

3.2. The Contractor prior to assuming operation of concession stands shall provide a Certificate of Insurance evidencing such coverage and showing the City as an additional insured.

4. TRANSFER OF RIGHTS

4.1. The Contractor shall not transfer or assign its rights or obligation herein to any other party without approval by the City.

5. STRUCTURAL CHANGE

5.1. The Contractor shall not make any structural alterations of the premises without prior written permission from the City of Ridgeland, Mississippi through its Director of Recreation and Parks. Any such pre-approved structural changes shall become the property of the City of Ridgeland, Mississippi.

6. SALE OF MERCHANDISE

6.1. The Contractor will be permitted to sell food and beverages at Hite B. Wolcott Park and Freedom Ridge Park, which comply with City, State and Federal health laws.
6.2. The Contractor shall, with written permission from the Director of Recreation and Parks, be permitted to provide food and catering services for special events.
6.3. The Contractor agrees to honor all exclusive vendor agreements previously executed by the City and purchase products for sale at Hite B. Wolcott Park and Freedom Ridge Park only from such exclusive vendors.
6.4. The Contractor shall provide to the Director of Recreation & Parks a proposed menu and price list for approval prior to April 1 of each year this contract is in effect.

7. FEES

7.1. The Contractor shall collect from all persons purchasing concession items such fees as approved for sale by the Director of Recreation & Parks.

SECTION III
SPECIFIC DUTIES

1. SPECIFIC DUTIES

In consideration of the rights and privileges granted herein by the City to Contractor, the Contractor agrees and binds itself to perform the following duties in a competent manner:

1.1. Contractor shall organize and manage the concessions at Hite B. Wolcott Park and Freedom Ridge Park.
1.2. Contractor shall hire, train, and supervise, at its own cost and expense, employees to assist in the performance of the Agreement.
1.3. Contractor shall insure that the appearance of Hite B. Wolcott Park and Freedom Ridge Park concession stands is well maintained and manicured.
1.4. Contractor shall keep the buildings in a clean and usable condition with the City's assistance.
1.5. Contractor shall keep books of accounts and other records of business activities conducted at the parks according to generally accepted accounting principles.
1.6. The Contractor shall promptly inform the Director of Recreation and Parks of any and all damage or need for repair to the concession stands and to pay promptly for all damage thereto for which the Contractor is responsible under this Agreement.
1.7. The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorney fees and other costs arising from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the concession stands.
1.8. The Contractor shall at all times enforce policies and regulations applicable to Hite B. Wolcott Park and Freedom Ridge Park as established by the Board of Aldermen and/or the Director of Recreation and Parks.

2. SUPPLY AND MAINTENANCE OF EQUIPMENT

2.1. The Contractor shall be responsible for maintenance of all equipment located at Hite B. Wolcott Park and Freedom Ridge Park concession stands.
2.2. Equipment owned by the Contractor will be maintained at its own expense.

2.3. The Contractor shall notify the City's Director of Recreation and Parks when City-owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.

2.4. The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear excepted, at the termination of this Agreement or when the Contractor vacates the premises.

2.5. Any equipment that becomes a permanent fixture of the concession facility becomes the property of the City after installed for use.

3. MAINTENANCE OF PREMISES

3.1. City shall maintain the exterior poles and lights; trees; streets; walks and curbs; the air conditioning and heating systems of the building; all doors and windows of the building; interior and exterior paint; all lighting and other fixtures; and all other park-related equipment.

3.2. All maintenance will be performed pursuant to the parks regular maintenance schedule and at the total discretion of the City. Failure to maintain shall not expose City to liability to the Contractor.

3.3. The Contractor shall be responsible for the maintenance and cleanliness of the concession area and grounds.

3.4. Repair and maintenance of plumbing, facility, cosmetic and electrical needs will be the responsibility of the Contractor when it has been established the damage was a result of the lack of care of the facility by the Contractor or the user.

SECTION IV
HOURS OF OPERATION

4. HOURS OF OPERATION

4.1. Contractor agrees to provide concession services for all events held at Hite B. Wolcott Park and Freedom Ridge Park. These events are defined as all ballgames played at Hite B. Wolcott Park and Freedom Ridge Park and include the last game played each evening. Select events may be excluded from the lease agreement as determined by the Director of Recreation & Parks.

SECTION V
COMPENSATION

1. COMPENSATION

1.1. The City of Ridgeland will be compensated by the Contractor 20% of gross income each year for the operation of the concessions at Hite B. Wolcott Park and Freedom Ridge Park.

1.2. A report of gross receipts and resulting compensation shall be due as follows:

a. Reports of quarterly gross sales due on or before July 15, October 15, and January 15 of each year the contract is in effect.

b. Annual report due and compensation to be paid on or before April 15 of each year the contract is in effect.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the day and year first above written.

CITY OF RIDGELAND, MISSISSIPPI

ATTEST: _____ BY: _____

City Clerk Mayor

CONTRACTOR

Field of Dreams Concession, LLC

BY: _____

ITS: _____

the city of RIDGELAND

February 26, 2012

MEMO

To: Mayor & Board of Aldermen

From: Chris Chance, CPRP, CRSS
Director of Recreation & Parks

Re: Approve Contract for Ridgeland Tennis Center Operations – What A Racket, Inc./Tenco, Inc.

On February 15, 2013, the City of Ridgeland Recreation & Parks Department received proposals for operation of the Ridgeland Tennis Center. One proposal was received from What A Racket, Inc./Tenco, Inc. for the operation of the Ridgeland Tennis Center, the current operations group.

I am recommending approval of the attached four-year contract with What A Racket, Inc./Tenco, Inc. for the operation of the Ridgeland Tennis Center. The terms of the contract remain basically the same as previous contracts, the only difference being an increase in rent of $100.00 per month or $1,200.00 per year throughout the contract.

Thank you for your consideration of this request.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2011 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Chris L. Chance, cprp, crss – director of recreation & parks

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

RIDGELAND TENNIS CENTER
CONTRACTOR'S AGREEMENT

THIS AGREEMENT, made and entered into on this the ____ day of March 2013, between the City of Ridgeland, Mississippi, hereinafter referred to as "City", and What A Racket, Inc./Tenco, Inc., hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of a tennis facility known as Ridgeland Tennis Center; and

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order to provide recreational activities at said facility.

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and Contractor mutually agree as follows:

SECTION I

GENERAL TERMS AND CONDITIONS

1. TERM OF AGREEMENT

1.1. The Agreement shall commence on or about April 1, 2013, and shall end March 31, 2017, unless terminated earlier under provisions herein.
1.2. Method of payment for obligation and responsibilities by and between the parties is contained in Section V.
1.3. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Agreement for such period of time as is reasonably necessary for re-solicitation of proposals, provided such time shall not exceed ninety (90) days.
1.4. All operations of the Ridgeland Tennis Center, including, but not limited to, operation of the Pro-Shop, hours of operation, scheduling of special events and advertising related thereto, will be subject to the approval of the Director of Recreation and Parks, but such approval shall not be unreasonably withheld.

2. TERMINATION AND CANCELLATION

2.1. The City may terminate this contract at any time by delivery of written notice stating the contract will terminate within ninety (90) days from date of the receipt of said notice.
2.2. The Contractor may terminate this contract at any time by delivery of written notice stating the contract will terminate within ninety (90) days from date of receipt of said notice.
2.3. At termination of the Agreement, the Contractor will remove, without damage to the Ridgeland Tennis Center, all personal property.
2.4. City and Contractor agree to mediate any contract disputes by a mutually agreed upon mediator.

3. NEGOTIATIONS

3.1. The City reserves the right to negotiate all elements that comprise the Contractor's proposal to ensure the best possible consideration is afforded to all concerned.

4. LEGAL RELATIONSHIPS

4.1. It is understood and hereby agreed by the parties the Contractor is and shall be an independent contractor and shall control all ways, means and details incident to the performance of itself and its agents and employees under this contract. Neither the Contractor nor its agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits that accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5. LAWS, STATUS and OTHER GOVERNMENTAL PROVISIONS

5.1. The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulations which affect the operation of Ridgeland Tennis Center and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facility.
5.2. The Contractor further agrees to procure all permits and licenses, pay all charges and fees, and give all notices necessary to the lawful operation of Ridgeland Tennis Center.

6. NOTICES

6.1. All notices under this agreement shall be by registered mail or personal delivery with notice period to begin from date of receipt by recipient of said notice. Delivery to any one of the Contracting parties shall be considered as receipt and delivery to the Contractor.

7. EQUAL OPPORTUNITY

7.1. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of that Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.
7.2. In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be canceled, terminated or suspended in whole or in part, and the Contractor may be debarred from further contracts with the City of Ridgeland, Mississippi.

SECTION II

GENERAL DUTIES

1. PRIVILEGES

1.1. The City of Ridgeland, Mississippi, hereby grants to the Contractor the following exclusive privileges at Ridgeland Tennis Center:

a. The right to give instructions in tennis, subject to the limitations and conditions hereinafter stated.
b. The right to sell tennis equipment and merchandise, string tennis rackets, and sell food and beverages, subject to the limitations and conditions hereinafter stated.
c. The right to collect fees for all services provided through the facility and to retain such fees, subject to the limitations and conditions hereinafter stated.

2. PERSONNEL

2.1. The Contractor shall hire, train, and supervise, at its own cost and expense, a staff of employees to assist it in the performance of this Agreement.

2.2. The Contractor shall endeavor to employ only persons who by appearance, manner and character will reflect credit on the City and will be acceptable to the users of Ridgeland Tennis Center. The Director of Recreation and Parks reserves the right to demand dismissal of any employee of the Contractor who in the Director's opinion is unacceptable for employment at Ridgeland Tennis Center.

3. INSURANCE COVERAGE

3.1. Before commencing business, the Contractor shall procure and thereafter, keep in full force and effect during the term of this Agreement liability insurance coverage in the amount of at least $1,000,000 and $50,000 in property damage.

3.2. A Certificate of Insurance evidencing such coverage shall be provided by the Contractor prior to assuming operation of tennis facility and each year thereafter.

4. TRANSFER OF RIGHTS

4.1. The Contractor shall not transfer or assign its rights or obligation herein to any other party without approval by the City.

5. STRUCTURAL CHANGE

5.1. The Contractor shall not make any structural alterations of the premises without written permission from the City of Ridgeland, Mississippi through its Director of Recreation and Parks. Such structural changes shall become the property of the City of Ridgeland, Mississippi.

6. UTILITIES

6.1. The Contractor agrees to pay electrical and water bills for the pro shop, tennis courts and parking lot.
6.2. The City agrees to provide initial telephone service and equipment to Ridgeland Tennis Center. All subsequent costs for the telephone service will be the obligation of the Contractor.

7. SALE OF MERCHANDISE

7.1. The Contractor shall be permitted to sell new and used merchandise normally found in a Tennis Pro Shop, including food and beverages.
7.2. The Contractor will be permitted to sell food and beverages at Ridgeland Tennis Center, which comply with City, State and Federal health laws.
7.3. The Contractor shall, with the written permission from the Director of Recreation and Parks, be permitted to provide food and catering services for special events.

8. FEES

8.1. The Contractor shall collect from all persons using the tennis courts not to exceed the following fees or such fees as may be set by the City from time to time:
   a. $3.00 per person (non-resident of Ridgeland) for each one and one-half (1 ½) hours use of the courts during daylight.
   b. $2.50 per person (Ridgeland resident) for each one and one-half (1 ½) hours use of the courts during daylight.
   c. $3.00 per person (non-resident of Ridgeland) for each one and one-half (1 ½) hours use of the courts during evening hours, which begins at 6:00 p.m.
   d. $2.50 per person (Ridgeland resident) for each one and one-half (1 ½) hours use of the courts during evening hours, which begins at 6:00 p.m.
   e. $3.00 per youth aged 18 and under, for one and one-half (11/2) hours use of the courts during daylight.
   f. $3.00 per youth aged 18 and under, for one and one-half (11/2) hours use of the courts during evening hours, which begins at 6:00 p.m.
8.2. The Contractor may charge fees for administration and operation of tennis leagues, tennis tournaments, tennis ladders and similar events. These fees must be filed and approved in advance by the Director of Recreation and Parks 60 days prior to the commencement of each new fiscal operating year of the Ridgeland Tennis Center (March 1).
8.3. The Contractor shall have the authority to negotiate the court use with schools. Madison County Public Schools may use the tennis courts at Ridgeland Tennis Center without charge, when such courts have been reserved by the Athletic Director of the Madison County Schools at least thirty (30) days in advance, and such courts have not been previously reserved by the Contractor.

SECTION III

SPECIFIC DUTIES

1. SPECIFIC DUTIES

In consideration of the rights and privileges granted herein by the City to Contractor, hereby, the Contractor agrees and binds itself to perform the following duties in a competent manner:

1.1. Contractor shall organize and manage the tennis concession at Ridgeland Tennis Center.

1.2. Contractor shall hire, train, and supervise, at its own cost and expense, employees to assist it in the performance of the Agreement.

1.3. Contractor shall insure that the appearance of Ridgeland Tennis Center is well maintained and manicured.

1.4. Contractor shall provide custodial services for the building at the center.

1.5. Contractor shall provide daily pick-up of paper and other light debris on the courts, grounds and Pro-Shop.

1.6. Contractor shall keep the courts and building in a clean and usable condition with the City's assistance as set forth in Section III, Element 4. Contractor shall provide tennis nets for the courts as needed and "Roll-Dri" units to remove water from the courts.

1.7. Contractor shall keep books of accounts and other records of business activities conducted at the center according to generally accepted accounting principles.

1.8. Performance reports are to be provided by the Contractor to the City monthly and reported to the Director of Recreation and Parks 10 days after the close of the month. Records to be kept will also be used to measure performance from one year to the next and include:

a. Percentage use of the courts by day, month and year for prime and non-prime time. Use during lessons, leagues, open play and tournaments.

b. Participation in all lessons, tournaments, leagues and other programs of the tennis center.

c. Type and participation in all special events and programs other than those listed in *a* and *b* of this section.

1.9. The Contractor shall submit to the City an annual compilation performed by an independent certified public accountant. Said compilation is to include Ridgeland Tennis Center and Pro-Shop and will be completed at the expense of the Contractor. Compilation is due within ninety (90) days after the close of the Contractor's fiscal year (March 15, compilation due June 15).

1.10. The Contractor shall work with the tennis coaches and athletic directors and provide accessibility of courts for practice and match play.

1.11. The Contractor shall seek public and private school tennis tournaments.

1.12. The Contractor shall organize and promote both sanctioned and non-sanctioned adult and junior tournaments. In addition, contractor shall place a high priority on acquisition of one or all of the three (3) major state adult and junior tournaments.

1.13. The contractor shall make every reasonable attempt to cooperate with other tennis facilities, government entities, and groups in the area in an effort to secure regional, sectional, and national tennis tournaments that would have a positive economic impact on the Ridgeland Tennis Center and the City of Ridgeland.

1.14. The contractor shall seek out and maintain partnerships and corporate sponsorships with area businesses.

1.15. The Contractor shall form and organize various league teams that will host matches at the Ridgeland Tennis Center.

1.16. The Contractor shall have certified United States Professional Tennis Association members instruct private, semi-private, group and team lessons. The teaching professional:
   a. shall have a college degree or at least three years of experience instructing tennis lessons.
   b. shall have previous experience instructing and coordinating programs for adult and junior tennis players.
   c. shall have previous experience conducting and directing tennis clinics and tournaments for adult and junior players.
   d. may be required to participate in a demonstration of teaching technique in order to determine the public relations and motivational skills required of a teaching professional.

1.17. The Contractor shall promptly inform the Director of Recreation and Parks of any and all damage or need for repair to the Ridgeland Tennis Center and to pay promptly for all damage thereto for which the Contractor is responsible under this Agreement.

1.18. The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys fees and other costs arising from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the Ridgeland Tennis Center.

1.19. The Contractor shall at all times enforce policies and regulations applicable to Ridgeland Tennis Center as established by the Board of Aldermen and/or the Director of Recreation and Parks.

2. TENNIS INSTRUCTION

2.1. The Contractor agrees to establish and maintain a program of tennis instruction adequate to meet the needs of the public. The teaching professional shall be permitted to give such instruction at Ridgeland Tennis Center, provided that no more than two (2) courts are used for instruction at any one time from 6:00 p.m. to 10:30 p. m. Monday through Saturday. This provision is to be considered only during league play.

3. SUPPLY AND MAINTENANCE OF EQUIPMENT

3.1. The Contractor shall be responsible for maintenance and replacement of all equipment (including windscreens, tennis nets, and divider nets) located at Ridgeland Tennis Center.

3.2. Equipment owned by the Contractor will be maintained at its own expense.

3.3. The Contractor shall notify the City's Director of Recreation and Parks when City-owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.

3.4. The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

3.5. Any equipment that becomes a permanent fixture of the tennis facility (wind screens, tennis nets and divider nets) becomes the property of the City after they are installed for use at the center.

4. MAINTENANCE OF PREMISES

4.1. City shall maintain the court poles, exterior poles and lights; trees; streets; walks and curbs; the air conditioning and heating systems of the building; all plate glass and glass doors of the building; interior and exterior paint; all lighting and other fixtures; all equipment such as lockers, bleachers, stands, water fountains; and, shall mow the lawns.

4.2. All maintenance will be performed pursuant to the parks regular maintenance schedule and at the total discretion of the City. Failure to maintain shall not expose City to liability to the Contractor.

5. RECORDS AND REPORTS

5.1. The Contractor shall establish and maintain during the term of the Agreement separate records and accounts including bank account relating to the operation of the facility.

5.2. Records and accounting shall be subject to examination and audit by the City at any reasonable time after giving the Contractor five (5) days notice of such examination and audit.

5.3. The form of such records and reports shall conform to generally accepted practices and shall be approved by the City of Ridgeland Board of Aldermen.

5.4. The Contractor shall keep an accurate daily record of all persons using the tennis courts at the Ridgeland Tennis Center and in the form indicated in Section III 1.8 of this Agreement.

6. HOURS OF OPERATION

6.1. Contractor agrees the minimum hours of operation will be as follows:

a. Monday through Saturday 9:00 a.m. to 9:00 p.m.
b. Sunday 12:00 noon to 6:00 p.m.
c. Extension of these hours can be accomplished through written request and subsequent approval by the Director of Recreation and Parks.

SECTION IV

CLEANING SERVICES

1. SCHEDULE FOR CUSTODIAL SERVICES

1.1. In consideration of the rights and privileges granted by the City to the Contractor, the Contractor agrees and binds itself to provide and perform custodial duties at its own cost and expense in a competent manner.

1.2. Cleaning service shall ensure building and courts have neat and orderly appearance at all times.

1.3. Cleaning service to ensure rest rooms and locker rooms are kept clean sanitary and sufficiently stocked with toilet tissue, paper towels, soap and etc. to meet public demand.

SECTION V

COMPENSATION

1. COMPENSATION

1.1. The City of Ridgeland will be compensated by the Contractor for use of the court facility as follows:
   a. $2,600.00 per month in years 1-4.
1.2. The City of Ridgeland will be compensated by the Contractor in the amount of 6% of the gross income less utilities in excess of $200,000.00 annually.
1.3. The City of Ridgeland will be compensated by the Contractor in the amount of 3% of the gross income of the Pro Shop provided the revenues reach $115,000.00 annually.
1.4. The City of Ridgeland will be compensated 4% of total entries for all for-profit tournaments.
1.5. The Contractor agrees to host one benefit tournament annually, the proceeds from which will be used for improvements to the Ridgeland Tennis Center as mutually agreed upon by the Contractor and the Director of Recreation and Parks.
1.6. Compensation of rent is due in advance on or before the 15th day of each month.
1.7. Compensation for all for-profit tournaments are due and to be included in the rent payment immediately following completion of a tournament.
1.8. Compensation for percentages of revenue is due annually within 30 days of completion of annual compilation of revenues (July 1).

IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the day and year first above written.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____

Mayor

ATTEST: _____

CONTRACTOR

BY: _____

BY: _____

DATE: _____

BY: _____

DATE: _____

NOTICE TO BIDDERS

Sealed bids will be received by the City of Ridgeland, Mississippi until 10 a.m., Thursday, March 21, 2013, at City Hall, located at 304 Highway 51, P.O. Box 217, Ridgeland, Mississippi 39158 for the purchase of:

Printing and graphic design work for up to four issues of *Ridgeland Life* Magazine from April 1, 2013 through March 31, 2015.

Specifications are on file in the City Clerk's office at 304 Highway 51, Ridgeland, MS

Bids shall be on vendor's letterhead, signed, sealed, and the envelope plainly marked "Ridgeland Life Magazine". Samples of printing and design will be supplied with bid.

The Mayor and Board of Aldermen reserve the right to reject any or all bids, and to waive any and all informalities.

/s/Paula Tierce
City Clerk

Publish: March 7, 2013 and March 14, 2013
Furnish 2 proofs of publication/City of Ridgeland

Specifications for *Ridgeland Life* Magazine

Flat Size:	11 X 17
Finished Size:	8.5 x 11 bleed
Stock:	80# Coated White Text with gloss aqueous coating
Bindery:	Trim, Fold, Saddle stitch with or without flat edge
Prepress:	Rough copy (disk) supplied by City of Ridgeland to designer to typeset, layout and design (sample available).
Proof:	Printer to supply high end digital proofs and folded color digital proof. Designer will supply final version PDF proof to City.
Number of Pages:	36 self cover
	Option 1 Bid on layout and design for 36 pages Provide sample of layout and design work
	Option 2 Bid on printing only for 36 pages Provide color printing sample on stock
Quantity:	At least 11,500 printed magazines.
Number of issues:	Four issues over a 12-month period with an option to extend for a second 12-month period.
Price:	Quote a base price for printing. Quote a maximum price for layout and design. Quote a price for full color, 36 pages and 40 pages.
Press Proof:	City of Ridgeland will attend press checks as scheduled by printer.
Delivery:	Delivery should be made 5 to 7 working days after final approval of color proof.

Please quote on pricing <u>per</u> magazine issue. Prices must be good for April 1, 2013 through March 31, 2015.

CITY OF RIDGELAND
BUDGET OF ESTIMATED REVENUES & EXPENDITURES
For Fiscal Year Ending September 30, 2013
SPECIAL REVENUE FUNDS GROUP
COURT SERVICES FEES

REVENUES	FY2013 ORIGINAL BUDGET	FY2013 REVISED BUDGET
Grant Proceeds		
Fees received	$ 472,000	$ 472,000
Interest	-	-
TOTAL REVENUES	472,000	472,000
BALANCE (CASH) AT BEGINNING OF THE	317,928	317,928
TOTAL CASH & ANTICIPATED REVENUES	789,928	789,928
EXPENDITURES		
Personnel	280,192	280,192
Services	28,000	28,000
Capital	132,200	264,820
Debt Service	-	-
Transfers	-	-
TOTAL EXPENDITURES	440,392	573,012
BALANCE AT END OF YEAR	349,536	216,916

The Mayor & Board of Aldermen approved a $132,620.00 budget amendment to the originally adopted budget to upgrade DVR's to Flashback 2 in 34 patrol cars.

CITY OF RIDGELAND
BUDGET OF ESTIMATED REVENUES & EXPENDITURES
For Fiscal Year Ending September 30, 2013
CAPITAL PROJECTS FUNDS

REVENUES	FY2013 ORIGINAL BUDGET	FY2013 REVISED BUDGET
Loans	-	-
Cost sharing with Developers	-	-
Federal & State Grants	$ 8,898,625	$ 8,898,625
MDB loan	-	-
Interest	30,000	30,000
Impact fees	-	-
Other Govt. Participation	1,904,020	1,904,020
TOTAL REVENUES	10,832,645	10,832,645
BALANCE (CASH) AT BEGINNING OF THE	2,173,729	2,173,729
TOTAL EXPENDITURES AND YEAR-END B	13,006,374	13,006,374
EXPENDITURES		
Transportation Projects	11,175,785	11,175,785
Drainage Projects	307,680	307,680
Other	161,944	617,528
Recreation Projects	-	-
Water & Sewer Projects	1,565,827	1,565,827
TOTAL ANTICIPATED EXPENDITURES	13,211,236	13,666,820
TOTAL EXPECTED Y/E BALANCE	$ (204,862)	$ (660,446)

The Mayor & Board of Aldermen approved a $455,584.00 budget amendment to the 2013 Capital Projects Funds Budget for the City Center Phase I Contract.

CITY OF RIDGELAND
BUDGET OF ESTIMATED REVENUES & EXPENDITURES
For Fiscal Year Ending September 30, 2013
SPECIAL REVENUE FUNDS GROUP
FORFEITURE AND SEIZURE FUND

REVENUES	FY2013 ORIGINAL BUDGET	FY2013 REVISED BUDGET
Intergovernmental revenues	-	2,564
Fees received	-	-
Interest	-	71
TOTAL REVENUES	-	2,635
BALANCE (CASH) AT BEGINNING OF THE	$ 92,229	$ 92,229
TOTAL CASH & ANTICIPATED REVENUES	92,229	94,864
EXPENDITURES		
Personnel		
Supplies		
Services		
Capital	90,000	90,000
TOTAL EXPENDITURES	90,000	90,000
BALANCE AT END OF YEAR	2,229	4,864
TOTAL EXPENDITURES AND YEAR-END B	$ 92,229	$ 94,864

The 2013 Adopted Budget is revised to reflect receipt of unanticipated funds received.

the city of RIDGELAND

police department

February 25, 2013

MEMORANDUM

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police

SUBJECT: Surplus Property

I am requesting that the following item be declared surplus property so it can be sold:

Vehicle #	Make	Model	Year	Vin#
P191	Ford	Crown Vic	1998	2FAFP71W4WX123897
P-213	Chevrolet	Impala	2001	2G1WF55K819322062
P-242	Ford	Crown Vic	2006	2FAFP71W16X117782
P-255	Ford	Crown Vic	2007	2FAFP71W27X121468
P-256	Ford	Crown Vic	2007	2FAFP71W47X121469
P-263	Ford	Crown Vic	2007	2FAFP71W27X163316
P-264	Ford	Crown Vic	2007	2FAFP71W47X163317

Your consideration and approval of this request will be appreciated.

CC: Ray Stevens
Greg Phillips

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121• www.ridgelandms.org

Gene F. McGee, cmo - mayor· Jimmy R. Houston, Sr. - chief of police

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

the city of RIDGELAND

police department

February 25, 2013

MEMORANDUM

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police

SUBJECT: Abandoned Property

I am requesting that the following abandoned property be declared surplus property so it can be disposed of :

One (1) Phoenix 22 cal. bearing
serial #4335682

One (1) S&W .38 cal. revolver bearing
serial# BRL2361

One (1) Ruger 9mm bearing
serial# TN188738

One (1) Ruger 40 cal. bearing
serial# 664-08349

One (1) Taurus PT-22 bearing
serial# ZC33745

One (1) Interarms 357 revolver bearing
serial# F226696

One (1) Charter Arms 38 revolver bearing

115 West School Street • Ridgeland, MS 39157
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board of aldermen: DI Smith - at - large. Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

the city of RIDGELAND

police department

serial# 1062242

One (1) Bersa Thunder 9 compact bearing
serial# A19482

One (1) S&W 38 cal. revolver bearing
serial# 380432

Your consideration and approval of this request will be genuinely appreciated.

CC: Ray Stevens
Greg Phillips
AshleyBurton

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121• www.ridgelandms.org

Gene F. McGee, cmo - mayor· Jimmy R. Houston, Sr. - chief of police

board of aldermen: DI Smith - at - large. Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
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the city of RIDGELAND

police department

February 25, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police

SUBJECT: Special Event Permit – Crohn's & Colitis Foundation of America

I have attached a Special Events Permit request from Charlie Weiss, requesting approval to hold a special event on Saturday, April 20, 2013, with the time of the event scheduled to commence at 11:00 a.m. and continuing until 6:30 p.m. The event will benefit the Crohn's & Colitis Foundation of American, LA/MS Chapter to promote awareness of this condition. Arrangements are in place for restrooms and event space clean up.

This event includes a short walk commencing at 11:00 a.m. The walk will begin at Old Trace Park, cross over Post Road onto the multi-purpose trail and travel north to a parking lot on the trail and then return the same route. A copy of the course route is attached. The estimated crowd/participant size is 300.

The selected route will only require minimal support from the police department which will be handled by on-duty officers, and will not jeopardize any response time for routine calls for service. There will be no overtime cost incurred by the Ridgeland Police Department.

I am also enclosing the special event application permit, a permit to play on premises music, and a copy of the facility use application. Please note that a filing fee was not submitted with the application. It is our understanding that this fee will be paid by the New York office of the Crohn's & Foundation of America and same will be paid directly to City Hall. An appropriate vendor form and W-9 was provided to this organization on February 12, 2013 by Ms. Byrd.

Attachments (4)

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121• www.ridgelandms.org

Gene F. McGee, cmo - mayor· Jimmy R. Houston, Sr. - chief of police

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

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address Of Individual/Business: Crohn's & Colitis Foundation of America LA/MS CHAPTER 5120 WOODWAY, HOUSTON, TX 77056

Type of Event: (Details) TAKE STEPS FOR CROHNS and colitis is an afternoon WALK THAT CELEBRATES THE COURAGE AND DETERMINATION OF THE 1.5 MILLION AMERICANS LIVING W/ IBD WHILE RAISING CRITICAL FUNDS FOR RESEARCH.

Location of Event: OLD TRACE PARK

Date(s) of Event: Sat. April 20, '13 to

Hours of Event: 11:00 AM SET UP to 6:30 PM

Estimated Crowd Size: 300

What arrangements will be made for adequate restroom facilities: (1) PORTABLE TOILET PER 150 PERSONS = EST. (2) PORTABLE TOILETS

What arrangements will be made for clean-up at completion of event: VOLUNTEERS AND STAFF TO CLEAN AREA WILL BRING TRASH BAGS

Contact Person: Charlie Weiss Phone: 646-610-9113

Signature of Contact Person: [signature] Date: JAN. 29, '13

You must do the following before your application will be considered:

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). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.

3). 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 in writing to pay this cost.

4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars ($1,000.00) with the City Clerk. This is to insure 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.

5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars ($100.00).

✓ Approved Chief of Police/or Designee [signature]

○ Denied Date: 2-26-13

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: JAN. 29, 2013

Permit Applicant: CHARLES WELLS / CCFA

Applicant Address: 5120 WOODWAY, HOUSTON TX. Phone #: 713-572-2232

Name of Individual Responsible for On-Premises Activity: _____

(This person must be present at all times)

Name of Business: CRIMES & EBOLITIS FOUNDATION OF AMERICA

Business Address: 5120 WOODWAY, HOUSTON, TX 77056

Business Telephone: 713-572-2232

Date(s) of Activity: Saturday, APRIL 20, 13 to ONE DAY ONLY

Hours of Operation: 11:00 AM SET UP to 6:30 PM

Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: LOW

Description of premises where activity is scheduled: _____

Provide any 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: _____

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.

The Chief of Police shall have the authority to revoke any permit issued.

Applicants Signature — Date: JAN. 29, 2013

☑ APPROVED
○ DENIED

Chief of Police or Designee: [signature]

Date: 2-26-13

BARNETT RESERVOIR
PEARL RIVER VALLEY WATER SUPPLY DISTRICT

FACILITY USE APPLICATION

1. Name of Facility: OLD TRACE PARK Event Name: TAKE STEPS FOR CCFA

2. Date Requested SATURDAY APRIL 20, 13 Time of Event: 3:00PM To 5:30 PM

3. Sponsoring Organization: Crohn's & Colitis Foundation of America - LA/MS Chapter
   Address: 5120 Woodway Suite 8008, Houston, TX 77056
   Contact Person: Charlie Weiss Contact Number: 713-572-2232
   Email Address: cweiss@ccfa.org

4. How many people do you anticipate attending the event? 300

5. Will Concessions or Products be sold: Yes: _____ No: X
   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. TAKE STEPS FOR Crohn's & Colitis is an afternoon/evening walk that celebrates the courage and determination of the 1.5 million Americans living with IBD while raising critical funds for research.

9. State in detail your traffic control plan. Please use map to show details. The walk path begins in old Trace Park and then moves onto old Trace Park. We are working with all local entities (PRVWSD, City of Ridgeland, etc.) to ensure a walk that minimally impacts other public properties.

10. State in detail your public toilet service plan:
    We will provide (1) portable toilet per 150 persons attending as well as handicap accessible bathrooms in compliance with ADA.

11. Certificate of Liability Insurance is required. Must be submitted to the PRV Parks & Recreation Department 10 days prior to event. ($1Million minimum)

✓

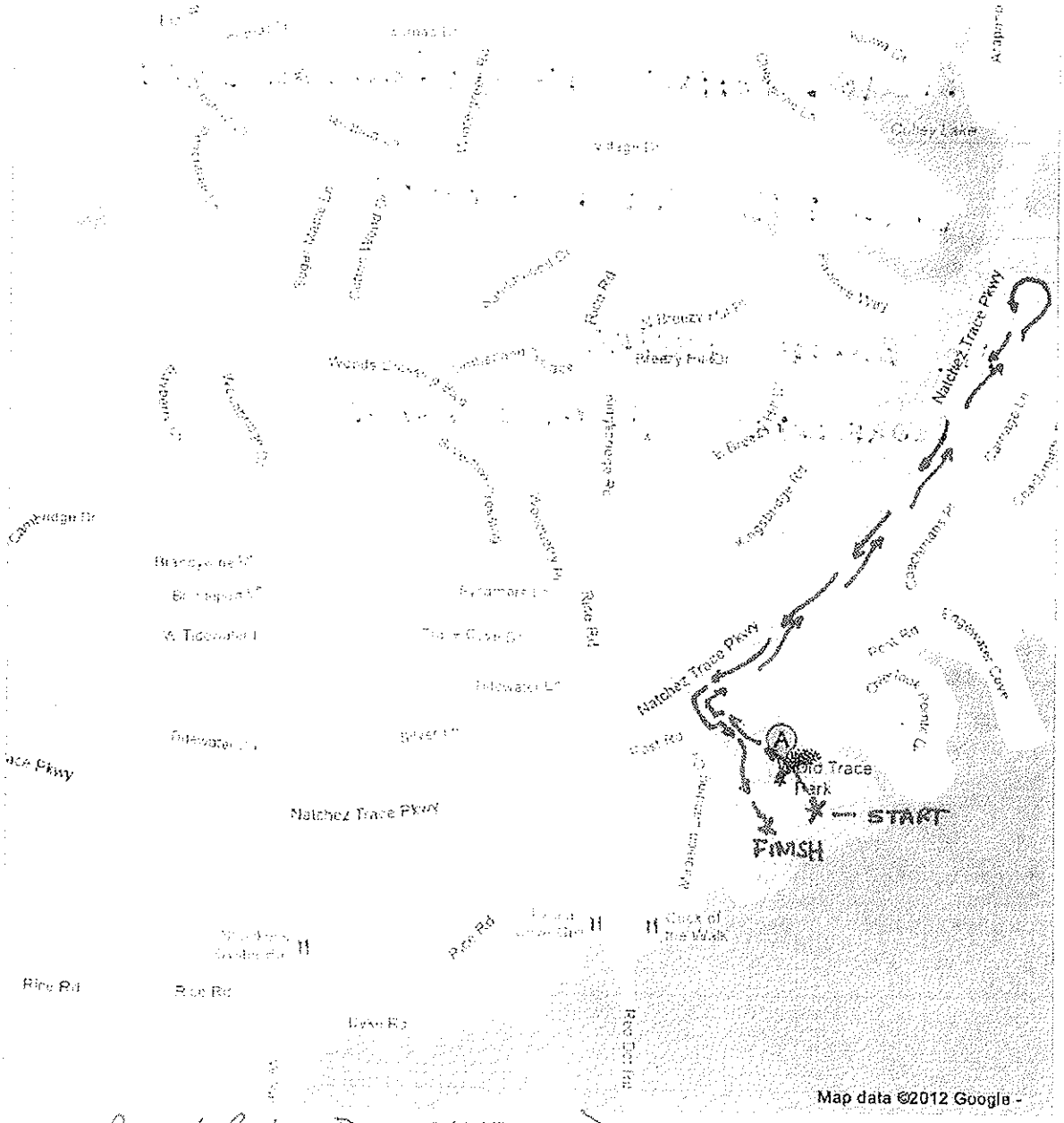
PERMIT WILL NOT BE VALID WITHOUT THE FOLLOWING SIGNATURES:

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

Chief Perry Waggener of the PRVWSD Reservoir Patrol: _____

PRVWSD Parks & Recreation Department: _____

To see all the details that are visible on the screen, use the "Print" link next to the map.



Proposed Route - Begin Old Trace Park
Cross Street to Natchez Trace Path
Follow path (N) to parking lot
RTN to Old Trace Park

the city of RIDGELAND

police department

February 25, 2013

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police

SUBJECT: Special Event Permit – Voice of Calvary Ministries

I have attached a Special Events Permit request from Don Watson of Voice of Calvary Ministries of Jackson, requesting approval to hold a special event on Saturday, April 27, 2013, with the time of the event scheduled to commence at 7:00 a.m. and continuing until 2:00 p.m. This is a family-oriented event centered around biking and to promote increased exercise as a family unit, healthier lifestyles, etc. Arrangements are in place for restrooms and event space clean up.

This event includes a 1-mile fun bike ride and a challenge bike ride of 64 miles. The bike rides will begin at Old Trace Park, cross over Post Road onto the multi-purpose trail to Overlook Point. The riders for the longer 64 mile challenge will enter the Trace at Overlook Point and travel north on the Trace and will turn around at mile marker 134 for the return trip. The course route is depicted on the special use permit for the Natchez Trace Parkway, a copy of which is attached. The estimated crowd/participant size is 100.

The selected route will only require minimal support from the police department which will be handled by on-duty officers, and will not jeopardize any response time for routine calls for service. There will be no overtime cost incurred by the Ridgeland Police Department.

I am also enclosing a copy of the facility use application, together with a copy of the certificate of insurance. I am also enclosing a check in the amount of $100.00 representing the requisite filing fee.

Attachments (5)

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address Of Individual/Business: Voice of Calvary Ministries
531 W. Capitol Street, Jackson, MS 39203

Type of Event: (Details) Bike riding event to be staged at Old Trace Park and proceeding to Overlook Point and north on the Natchez Trace to mile marker 134 and back to Old Trace Park. The purpose of the event is to emphasize exercise in a family oriented setting.

Location of Event: Old Trace Park, 141 Madison Landing, Ridgeland, MS

Date(s) of Event: April 27, 2013 to

Hours of Event: 7:00am to 2:00pm

Estimated Crowd Size: 100 persons

What arrangements will be made for adequate restroom facilities: We will utilize restrooms at the Old Trace Park and rest stop on the Natchez Trace.

What arrangements will be made for clean-up at completion of event: We will clean up all sites.

Contact Person: Don Watson Phone: 601-317-4786

Signature of Contact Person: Don Watson Date: February 21, 2013

You must do the following before your application will be considered:

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). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.

3). 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 in writing to pay this cost.

4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars ($1,000.00) with the City Clerk. This is to insure 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.

5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars ($100.00).

✓ Approved Chief of Police/or Designee J R Hudson

○ Denied Date: 2-26-13

*** A copy of the Special Events Ordinance should be attached to this permit when applicant receives it***

BARNETT RESERVOIR
PEARL RIVER VALLEY WATER SUPPLY DISTRICT

FACILITY USE APPLICATION

1. Name of Facility: Old Trace Park Event Name: On the Road to Health Trace Ride

2. Date Requested April 27, 2013 Time of Event: 7:00am To 2:00pm

3. Sponsoring Organization: Voice of Calvary Ministries
   Address: 531 W. Capitol Street, Jackson, MS 39203
   Contact Person: Don Watson Contact Number: 601-317-4786
   Email Address: dwatsonc230@bellsouth.net

4. How many people do you anticipate attending the event? 200 maximum

5. Will Concessions or Products be sold: Yes: ____ No: X
   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: ____ No: X

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. The On the Road to Helalth Trace Ride is a family-oriented special event centered around biking. The purpose is to promote increased exercise as a family unit, healthier lifestyles and focus on overall positive outcomes. Bike rides will vary in length from 1-5 miles around Old Trace Park with the Extreme Challenge ride of 64 miles being held on the Natchez Trace.

9. State in detail your traffic control plan. Please use map to show details.
   Parking will be at the Old Trace Park parking lot which has more than adequate parking.

10. State in detail your public toilet service plan:
    There are restrooms at the Old Trace Park which will be used by participants.

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: _____

Chief Perry Waggener of the PRVWSD Reservoir Patrol: _____

PRVWSD Parks & Recreation Department: _____

Client#: 29106 VOICA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/19/2013

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 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 Ross & Yerger Insurance, Inc. P.O. Box 1139 Jackson, MS 39215 601 948-2900	CONTACT NAME: aweathersby@rossandyerger.com PHONE (A/C, No, Ext): 601 948-2900 FAX (A/C, No): 601 355-3227 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Voice of Calvary Ministries P.O. Box 10562 Jackson, MS 39289-0562	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Arch Insurance Company/Care Pro INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NCPKG0222500	06/01/2012	06/01/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Subject to policy terms, conditions and exclusions.

Certificate Holder is Additional Insured subject to policy terms, conditions and exclusions as respects "On the Road to Health" bike event on April 27, 2013.

CERTIFICATE HOLDER	CANCELLATION
Pearl River Valley Water Supply District P O Box 2180 Ridgeland, MS 39158	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 Dudley A. Worley

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CXM

(NPS Form 10-930)
(OMB No. 1024-0026)
(10-2010)
(Expires 6/30/2013)

National Park Service
Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, Mississippi 38804
Tele: (662)680-4014
Fax: (662)680-4034 ATTN: LYNN STANTON, CRO
Application for Special Use Permit

Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information**. Allow **NO LESS THAN TEN** (10) business days for processing. **IF APPLICATION IS RECEIVED LESS THAN TEN (10) BUSINESS DAYS IT CAN BE DENIED DUE TO PROCESSING TIME NEEDED.** You will be notified of the disposition of the application and the necessary steps to secure your final permit. For special events, a non-refundable processing fee should be included and your permit may require the payment of cost recovery charges and proof of liability insurance naming the United States of America as also insured. Pursuant to the 2010 NPS Interim Regulations, parks have up to 10 days to process a fully executed application that seeks to engage in a demonstration or the sale or distribution of printed matter.

Applicant Name: Phil Reed	Organization Name: Voice of Calvary Ministries
Social Security #: 306-56-3364	Tax ID # 64-0564343
Street/Address: 228 Fredrica Avenue	Street/Address: 531 W. Capitol Street
City/State/Zip Code: Jackson, MS 39209	City/State/Zip Code: Jackson, MS 39203
Telephone #: 601-355-2903	Telephone #: 601-969-3088
Cell phone #: 601-668-9490	Cell phone #: 601-668-9490
Fax #:	Fax#: 601-944-9571
E-mail: philreed@vocm.org	E-mail:

Description of Proposed Activity (attach diagram, attach additional pages if necessary):

The On the Road to Health Trace Ride is a family oriented event centered around biking. The purpose promote increased exercise as a family unit, healthier lifestyles, and focus on over positive outcomes. Bike rides will vary in length from 1 mile fun ride to the 64 mile extreme challenge ride.

Requested Location: The ride will start at Old Trace Park and continue north on the multi-use trail to Overlook point. The riders for longer rides will enter the Trace at Overlook Point and travel north on the Trace. The first rest stop and turnaround for the 15 mile ride will be 7.5 miles out at mile 112. The second rest stop and turnaround for the 30 mile ride is at mile marker 119. The third rest stop and turnaround for the 45 mile ride is at mile marker 125. The final rest area and turnaround for the 64 mile ride is at mile marker 134.

Date(s):

Event set up will begin: (date and time)	Event will begin: (date and time)	Event will end: (date and time)	Removal will be done: (date and time)
April 27th, 2013@ 6:00pm	April 27th, 2013 @ 7:00pm.	April 27th, 2013 @ 12:00pm	April 27th, 2013 @ 2:00pm

Maximum Number of Participants 100 (Please provide best estimate)

Maximum Number of Vehicles 100 We will use Old Trace parking area

MARCIA REED OR
PHILLIP K REED
228 FREDRICA AVE.
JACKSON, MS 39209

1651
85-194/653

02/25/13
Date

Pay to the Order of City of Ridgeland $ 100.00

One hundred and 00/100 Dollars

Security Features Details on Back

BankPLUS
Locally Owned and Operated

www.BankPlus.net • 1-800-811-7567

For

Phillip K. Reed

⑈065301948⑈ 482030221 6⑈01651

Harland Clarke

ENGINEERING LPA-001 For LPA's

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION ENGINEERING ESTIMATE - RECAP SHEET

P.O. No. 3941
Invoice Number : 29076
Sheet No. 1 of

Vendor Number V0000367180
Project No. STP-8323-00(003)LPA/104840-701000 County MADISON
In Account With CITY OF RIDGELAND, P.O. BOX 217, RIDGELAND, MS 39157
Contract Number: CS00003593 Surety
Est. No. Six (6) CE&I (**Progress** Estimate / ~~Final~~) Period January 1, 2013 THRU January 31, 2013 Document No.

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	001	080125	153	1612	104840701000	1	60,395.53	173,944.12	234,339.65
Total							60,395.53	173,944.12	234,339.65
Retainage at -5.00%	004	080125	153	3530	104840701000	1	(3,019.78)	(8,697.21)	(11,716.98)
Total All Work Due							57,375.75	165,246.91	222,622.67
Liquidated Damages	010	080125	153	3520	104840701000	1			
Testing Charges	012	068410	734	6500		1			
Total Net Work Due							**57,375.75**	**165,246.91**	**222,622.67**

Quantities Checked
Original Signed
Stan Wright, P.E.
Project Engineer

LPA Official:
Gene F. McGee, Mayor

Approved By:
Consultant Services Unit Engineer - Scot Ehrgott, P.E.

Completion Date:

AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES SHOULD BE TO THE NEAREST DOLLAR ($000). FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS ($0.00)

Contract % Complete									
Contract % of Elapsed Time									
% Matching Funds Deduction for LPA -20.00000%	001	080125	153	1612	104840701000	2	(11,475.15)	(33,049.38)	(44,524.53)
TOTAL Net Amount Owed to the LPA							**45,900.60**	**132,197.53**	**178,098.13**

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

Revised: 1/15/2009

STATEMENT OF LOCAL PUBLIC AGENCY
PROGRESS AND FINAL ESTIMATES FOR CONSTRUCTION

CAD-001 and CAD-002

State of Mississippi
County: Madison
Local Public Agency (LPA): City of Ridgeland
Project Number: STP 8323-00- 9003 0LPA / 104840-701000
Project Description:
Lake Harbour Drive widening from the intersection of U.S. Highway 51, east to the intersection of Northpark Drive.

Project Engineer/Architect's Name: Stan Wright, P.E.

I, Stan Wright, P.E., hereby verify for the attached estimate on the above listed project that:

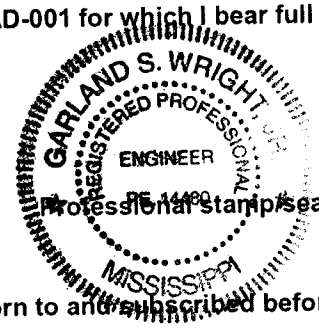
a. All computations have been checked and are correct.

b. The final total amount allowed to the contractor is accurate and proper.

c. The last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.

d. All quantities listed are accurate and proper.

e. I understand that payment to the contractor will be based exclusively on my signature on the CAD-001 for which I bear full responsibility.



Professional stamp/seal

Project Engineer/Architect (signature)

Sworn to and subscribed before me this 19th day of February, 2013.

Notary stamp/seal

My Commission Expires:

Notary (signature)

WAGGONER
Engineering, Inc.

P.O. Box 12227
Jackson, MS 39236-2227

601-355-9526 Voice
601-352-3945 Fax

City of Ridgeland
Attn: Mike McCollum
P. O. Box 217
Ridgeland, MS 39158

January 31, 2013
Project No: T012077.000
Invoice No: 29076

LAKE HARBOUR DRIVE WIDENING CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
Professional services in accordance with contract dated August 8, 2012, as relates to Project STP8323-00-(003)LPA/104840-70100 in Madison County.

Professional Services from January 01, 2013 to January 31, 2013

Staff

	Hours	Rate	Amount	
PRINCIPAL	4.50	199.38	897.21	
SR PROJECT ENGINEER	44.25	128.47	5,684.80	
PROJECT MANAGER	79.00	119.85	9,468.15	
PROJECT ENGINEER	17.00	99.76	1,695.92	
CONSTRUCTION REP II	192.00	96.37	18,503.04	
CONSTRUCTION REP II (OT)	23.50	113.14	2,658.79	
ADMIN ASSISTANT	62.25	63.13	3,929.84	
Totals	422.50		42,837.75	
Total Labor				**42,837.75**

Consultants

Burns Cooley Dennis, Inc.	17,162.79	
Total Consultants	**17,162.79**	**17,162.79**

Reimbursable Expenses

Travel Expense	394.99	
Total Reimbursables	**394.99**	**394.99**

Retainage

Current Retainage	3,019.78 (5.00 % of 60,395.53)	**-3,019.78**
Prior Retainage	8,697.21	
Retainage-To-Date	11,716.99	

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	60,395.53	173,944.12	234,339.65
Limit			1,124,939.93
Remaining			890,600.28

Total this Invoice **$57,375.75**

Billings to Date

	Current	Prior	Total
Labor	42,837.75	168,371.97	211,209.72
Consultant	17,162.79	1,414.44	18,577.23
Expense	394.99	4,144.61	4,539.60
Unit	0.00	13.10	13.10
Totals	**60,395.53**	**173,944.12**	**234,339.65**

Outstanding Invoices

Project	T012077.000				Invoice	29076
	Number	**Date**	**Balance**	**Retainage**	**Now Due**	
	28907	11/30/2012	39,166.51	-1,958.33	37,208.18	
	28987	12/31/2012	34,904.07	-1,745.20	33,158.87	
	Total		**74,070.58**	**-3,703.53**	**70,367.05**	
				Total Now Due		**$127,742.80**

INCLUDED WITH INVOICE:

1. Supporting Data
2. Direct Cost Supporting Data
3. Consultant Supporting Data

Billing Backup

Thursday, February 14, 2013
1:02:46 PM

Waggoner Engineering, Inc. Invoice 29076 Dated 1/31/2013

Staff

		Hours	Rate	Amount
PRINCIPAL				
010 - Hust, James	1/8/2013	.50	199.38	99.69
010 - Hust, James	1/15/2013	.50	199.38	99.69
010 - McDonald, William	1/4/2013	1.00	199.38	199.38
010 - McDonald, William	1/11/2013	1.00	199.38	199.38
010 - McDonald, William	1/15/2013	.50	199.38	99.69
010 - McDonald, William	1/21/2013	.50	199.38	99.69
010 - McDonald, William	1/24/2013	.50	199.38	99.69
SR PROJECT ENGINEER				
020 - Millis, James	1/4/2013	.75	128.47	96.35
020 - White, James	1/18/2013	.25	128.47	32.12
020 - White, James	1/24/2013	.25	128.47	32.12
020 - White, James	1/25/2013	.50	128.47	64.24
020 - White, James	1/29/2013	.50	128.47	64.23
020 - Wright, Stan	1/4/2013	2.00	128.47	256.94
020 - Wright, Stan	1/7/2013	2.00	128.47	256.94
020 - Wright, Stan	1/8/2013	2.00	128.47	256.94
020 - Wright, Stan	1/9/2013	2.00	128.47	256.94
020 - Wright, Stan	1/10/2013	2.00	128.47	256.94
020 - Wright, Stan	1/11/2013	3.00	128.47	385.41
020 - Wright, Stan	1/14/2013	3.00	128.47	385.41
020 - Wright, Stan	1/15/2013	3.00	128.47	385.41
020 - Wright, Stan	1/16/2013	1.00	128.47	128.47
020 - Wright, Stan	1/17/2013	1.00	128.47	128.47
020 - Wright, Stan	1/18/2013	3.00	128.47	385.41
020 - Wright, Stan	1/21/2013	2.00	128.47	256.94
020 - Wright, Stan	1/22/2013	2.00	128.47	256.94
020 - Wright, Stan	1/23/2013	3.00	128.47	385.41
020 - Wright, Stan	1/24/2013	2.00	128.47	256.94
020 - Wright, Stan	1/25/2013	2.00	128.47	256.94
020 - Wright, Stan	1/28/2013	1.00	128.47	128.47
020 - Wright, Stan	1/29/2013	1.00	128.47	128.47
020 - Wright, Stan	1/30/2013	2.00	128.47	256.94
020 - Wright, Stan	1/31/2013	3.00	128.47	385.41
PROJECT MANAGER				
030 - McMahen, Steve	1/3/2013	1.00	119.85	119.85
030 - McMahen, Steve	1/4/2013	.50	119.85	59.93
030 - McMahen, Steve	1/8/2013	1.50	119.85	179.78
030 - McMahen, Steve	1/9/2013	3.50	119.85	419.48
030 - McMahen, Steve	1/11/2013	1.00	119.85	119.85
030 - McMahen, Steve	1/14/2013	1.00	119.85	119.85
030 - McMahen, Steve	1/15/2013	1.00	119.85	119.85
030 - McMahen, Steve	1/16/2013	2.00	119.85	239.65
030 - McMahen, Steve	1/18/2013	.50	119.85	59.93
030 - McMahen, Steve	1/21/2013	.50	119.85	59.93
030 - McMahen, Steve	1/22/2013	.50	119.85	59.93
030 - McMahen, Steve	1/24/2013	.50	119.85	59.93
030 - McMahen, Steve	1/28/2013	.50	119.85	59.93
030 - McMahen, Steve	1/29/2013	.50	119.85	59.93
030 - McMahen, Steve	1/31/2013	2.50	119.85	299.63
030 - Williams, David	1/2/2013	4.00	119.85	479.40

Project	T012077.000				Invoice	29076
030 - Williams, David		1/3/2013	3.00	119.85	359.55	
030 - Williams, David		1/7/2013	4.00	119.85	479.40	
030 - Williams, David		1/8/2013	4.00	119.85	479.40	
030 - Williams, David		1/10/2013	4.00	119.85	479.40	
030 - Williams, David		1/11/2013	2.00	119.85	239.70	
030 - Williams, David		1/14/2013	4.00	119.85	479.40	
030 - Williams, David		1/15/2013	3.00	119.85	359.55	
030 - Williams, David		1/16/2013	2.00	119.85	239.70	
030 - Williams, David		1/21/2013	4.00	119.85	479.40	
030 - Williams, David		1/22/2013	2.00	119.85	239.70	
030 - Williams, David		1/23/2013	2.00	119.85	239.70	
030 - Williams, David		1/24/2013	4.00	119.85	479.40	
030 - Williams, David		1/25/2013	4.00	119.85	479.40	
030 - Williams, David		1/28/2013	4.00	119.85	479.40	
030 - Williams, David		1/29/2013	4.00	119.85	479.40	
030 - Williams, David		1/30/2013	4.00	119.85	479.40	
030 - Williams, David		1/31/2013	4.00	119.85	479.40	
PROJECT ENGINEER						
050 - Edwards, Chadwick		1/2/2013	2.00	99.76	199.52	
050 - Edwards, Chadwick		1/11/2013	3.00	99.76	299.28	
050 - Edwards, Chadwick		1/15/2013	2.00	99.76	199.52	
050 - Edwards, Chadwick		1/16/2013	3.00	99.76	299.28	
050 - Edwards, Chadwick		1/22/2013	1.00	99.76	99.76	
050 - Edwards, Chadwick		1/25/2013	2.00	99.76	199.52	
050 - Edwards, Chadwick		1/28/2013	1.00	99.76	99.76	
050 - Edwards, Chadwick		1/29/2013	1.00	99.76	99.76	
050 - Edwards, Chadwick		1/30/2013	2.00	99.76	199.52	
CONSTRUCTION REP II						
090 - Collins, James		1/2/2013	9.00	96.37	867.33	
090 - Collins, James		1/3/2013	10.00	96.37	963.70	
090 - Collins, James		1/4/2013	11.00	96.37	1,060.07	
090 - Collins, James		1/5/2013	8.00	96.37	770.96	
090 - Collins, James		1/7/2013	11.00	96.37	1,060.07	
090 - Collins, James		1/8/2013	11.00	96.37	1,060.07	
090 - Collins, James		1/9/2013	9.00	96.37	867.33	
090 - Collins, James		1/10/2013	8.00	96.37	770.96	
090 - Collins, James		1/11/2013	1.00	96.37	96.37	
090 - Collins, James		1/14/2013	9.00	96.37	867.33	
090 - Collins, James		1/15/2013	8.00	96.37	770.96	
090 - Collins, James		1/16/2013	8.00	96.37	770.96	
090 - Collins, James		1/17/2013	8.00	96.37	770.96	
090 - Collins, James		1/18/2013	5.00	96.37	481.84	
090 - Collins, James		1/21/2013	9.50	96.37	915.52	
090 - Collins, James		1/22/2013	10.00	96.37	963.70	
090 - Collins, James		1/23/2013	9.00	96.37	867.33	
090 - Collins, James		1/24/2013	7.50	96.37	722.78	
090 - Collins, James		1/28/2013	12.00	96.37	1,156.44	
090 - Collins, James		1/29/2013	9.00	96.37	867.33	
090 - Collins, James		1/30/2013	10.00	96.37	963.70	
090 - Collins, James		1/31/2013	9.00	96.37	867.33	
CONSTRUCTION REP II (OT)						
092 - Collins, James		1/11/2013	8.00	113.14	905.12	
092 - Collins, James		1/18/2013	2.00	113.14	226.28	
092 - Collins, James		1/24/2013	1.50	113.14	169.71	
092 - Collins, James		1/25/2013	10.00	113.14	1,131.40	
092 - Collins, James		1/31/2013	2.00	113.14	226.28	
ADMIN ASSISTANT						

Project	T012077.000				Invoice	29076
462 - Garner, Rhonda		1/4/2013	1.00	63.13	63.13	
462 - Garner, Rhonda		1/7/2013	2.00	63.13	126.26	
462 - Garner, Rhonda		1/9/2013	2.00	63.13	126.26	
462 - Garner, Rhonda		1/11/2013	1.50	63.13	94.70	
462 - Garner, Rhonda		1/15/2013	1.50	63.13	94.70	
462 - Garner, Rhonda		1/16/2013	1.00	63.13	63.10	
462 - Garner, Rhonda		1/25/2013	1.50	63.13	94.70	
462 - Garner, Rhonda		1/28/2013	1.50	63.13	94.70	
462 - Garner, Rhonda		1/29/2013	1.50	63.13	94.70	
462 - Garner, Rhonda		1/30/2013	1.50	63.13	94.70	
462 - Garner, Rhonda		1/31/2013	1.00	63.13	63.13	
462 - Hales, Ragan		1/16/2013	.25	63.13	15.78	
462 - Rowell, Brittany		1/2/2013	2.00	63.13	126.26	
462 - Rowell, Brittany		1/3/2013	3.00	63.13	189.39	
462 - Rowell, Brittany		1/4/2013	2.50	63.13	157.83	
462 - Rowell, Brittany		1/7/2013	1.50	63.13	94.70	
462 - Rowell, Brittany		1/8/2013	2.50	63.13	157.83	
462 - Rowell, Brittany		1/9/2013	2.50	63.13	157.83	
462 - Rowell, Brittany		1/10/2013	3.00	63.13	189.39	
462 - Rowell, Brittany		1/11/2013	2.50	63.13	157.83	
462 - Rowell, Brittany		1/14/2013	2.00	63.13	126.26	
462 - Rowell, Brittany		1/15/2013	2.00	63.13	126.26	
462 - Rowell, Brittany		1/16/2013	3.50	63.13	220.92	
462 - Rowell, Brittany		1/18/2013	3.00	63.13	189.39	
462 - Rowell, Brittany		1/21/2013	2.50	63.13	157.83	
462 - Rowell, Brittany		1/22/2013	2.50	63.13	157.83	
462 - Rowell, Brittany		1/30/2013	4.00	63.13	252.52	
462 - Rowell, Brittany		1/31/2013	7.00	63.13	441.91	
	Totals		422.50		42,837.75	
	Total Labor					**42,837.75**

Consultants

Burns Cooley Dennis, Inc.

AP	17009	1/8/2013	Burns Cooley Dennis, Inc. / OCT PROFESSIONAL SERVICES / Invoice: 22267, 10/27/2012	5,582.26	
AP	17010	1/8/2013	Burns Cooley Dennis, Inc. / PROFESSIONAL SERVICES NOVEMBER / Invoice: 22394, 11/24/2012	7,152.55	
AP	17063	1/14/2013	Burns Cooley Dennis, Inc. / PROFESSIONAL SERVICES NOV 25 TO DEC 29 2012 / Invoice: 01/14/13, 12/29/2012	4,427.98	
		Total Consultants		**17,162.79**	**17,162.79**

Reimbursable Expenses

Travel Expense

EX	0005518	1/16/2013	McMahen, Steve / Inspection on LHDW / Inspection on LHDW / 12.00 miles @ 0.565	6.78	
EX	0005518	1/31/2013	McMahen, Steve / To LHDW / Inspection of traffic control and erosion control / 12.00 miles @ 0.565	6.78	
EX	0005475	1/2/2013	Collins, James / Construction review / 29.00 miles @ 0.565	16.39	
EX	0005475	1/3/2013	Collins, James / Construction review / 30.00 miles @ 0.565	16.95	
EX	0005475	1/4/2013	Collins, James / Construction review / 28.00 miles @ 0.565	15.82	
EX	0005475	1/5/2013	Collins, James / Construction review / 29.00 miles @ 0.565	16.39	

Project	T012077.000			Invoice	29076
EX 0005475	1/7/2013	Collins, James / Construction review / 30.00 miles @ 0.565		16.95	
EX 0005475	1/8/2013	Collins, James / Construction review / 33.00 miles @ 0.565		18.65	
EX 0005475	1/9/2013	Collins, James / Construction review / 26.00 miles @ 0.565		14.69	
EX 0005475	1/10/2013	Collins, James / Construction review / 26.00 miles @ 0.565		14.69	
EX 0005475	1/11/2013	Collins, James / Construction review / 25.00 miles @ 0.565		14.13	
EX 0005475	1/14/2013	Collins, James / Construction review / 28.00 miles @ 0.565		15.82	
EX 0005475	1/15/2013	Collins, James / Construction review / 30.00 miles @ 0.565		16.95	
EX 0005528	1/16/2013	Collins, James / Construction review / 28.00 miles @ 0.565		15.82	
EX 0005528	1/17/2013	Collins, James / Construction review / 24.00 miles @ 0.565		13.56	
EX 0005528	1/18/2013	Collins, James / Construction review / 26.00 miles @ 0.565		14.69	
EX 0005528	1/21/2013	Collins, James / Construction review / 26.00 miles @ 0.565		14.69	
EX 0005528	1/22/2013	Collins, James / Construction review / 28.00 miles @ 0.565		15.82	
EX 0005528	1/23/2013	Collins, James / Construction review / 29.00 miles @ 0.565		16.39	
EX 0005528	1/24/2013	Collins, James / Construction review / 29.00 miles @ 0.565		16.39	
EX 0005528	1/25/2013	Collins, James / Construction review / 35.00 miles @ 0.565		19.78	
EX 0005528	1/28/2013	Collins, James / Construction review / 29.00 miles @ 0.565		16.39	
EX 0005528	1/29/2013	Collins, James / Construction review / 30.00 miles @ 0.565		16.95	
EX 0005528	1/30/2013	Collins, James / Construction review / 27.00 miles @ 0.565		15.26	
EX 0005528	1/31/2013	Collins, James / Construction review / 29.00 miles @ 0.565		16.39	
EX 0005530	1/16/2013	Hales, Ragan / Delivered MDOT invoices to Ridgeland for		2.83	
EX 0005495	1/15/2013	Williams, David / Ridgeland / Site visit - pothole repair / 16.00 miles @ 0.565		9.04	
	Total Reimbursables			**394.99**	**394.99**
			Total this Project		**$60,395.53**
			Total this Report		**$60,395.53**

PRELIMINARY ENGINEERING CSU-001 For LPA's

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PRELIMINARY ENGINEERING ESTIMATE - RECAP SHEET

P.O. No. 3941

Invoice Number : 29077

Sheet No. 1 of

Vendor Number V000036718 0

Project No. HPP-8323-00(004)LPA 104859 811000 County Madison

In Account With City of Ridgeland, P O Box 217, Ridgeland, MS 39158

Contract Number: CS00003616

Est. No. Four (4) (Progress Estimate / Final) Period January 1, 2013 THRU January 31, 2013 Document No.

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	001	037010	153	1612	104859 811000	1	$32,001.00	$44,384.46	$76,385.46
Total							$32,001.00	$44,384.46	$76,385.46
							$0.00	$0.00	$0.00
Total All Work Due							$32,001.00	$44,384.46	$76,385.46
Total Net Work Due							**$32,001.00**	**$44,384.46**	**$76,385.46**

Invoice Submitted
Original Signed
Waggoner Engineering — Project Manager (Consultant)

LPA Official
City of Ridgeland

MDOT Consultant Admin
Consultant Services Director, Scot Ehrgott

Current Termination Date of Contract: 12/31/2014

(*** No Work is reimbursable after the termination date has been exceeded***)

Maximum Amount Allowed for Project (Total Net Work Due): 749,016

AMOUNT OF PAYMENT FOR ALL ESTIMATES SHOULD BE TO THE NEAREST CENTS ($0.00).

% Matching Funds Deduction for LPA **20.00000%**	001		153	1612		1	($6,400.20)	($8,876.89)	($15,277.09)
TOTAL Net Amount Owed to the LPA							**$25,600.80**	**$35,507.57**	**$61,108.37**

Revised: 1/15/2009

STATEMENT OF LOCAL PUBLIC AGENCY
PROGRESS AND FINAL ESTIMATES FOR CONSTRUCTION

CAD-001 and CAD-002

State of Mississippi
County: Madison
Local Public Agency (LPA): City of Ridgeland
Project Number: HPP-8323-00(004)LPA 104859 811000
Project Description:

Lake Harbour Drive Extension between US Highway 51 and Highland Colony Parkway

Project Engineer/Architect's Name: Stan Wright, P.E.

I, Stan Wright, P.E., hereby verify for the attached estimate on the above listed project that:

a. All computations have been checked and are correct.

b. The final total amount allowed to the contractor is accurate and proper.

c. The last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.

d. All quantities listed are accurate and proper.

e. I understand that payment to the contractor will be based exclusively on my signature on the CAD-001 for which I bear full responsibility.

GARLAND S. WRIGHT, JR. REGISTERED PROFESSIONAL ENGINEER PE 14480 MISSISSIPPI

Professional stamp/seal

Project Engineer/Architect (signature)

Sworn to and subscribed before me this 19th day of February, 2013.

STATE OF MISSISSIPPI SHERRY B. STANLEY NOTARY PUBLIC ID No. 7846 Commission Expires October 25, 2015 RANKIN COUNTY

Notary stamp/seal

My Commission Expires:

Notary (signature)

WAGGONER
Engineering, Inc.

P.O. Box 12227
Jackson, MS 39236-2227

601-355-9526 Voice
601-352-3945 Fax

City of Ridgeland
Attn: Chris Bryson, P.E. City Engineer
P. O. Box 217
Ridgeland, MS 39158

January 31, 2013
Project No: T012094.000
Invoice No: 29077

LAKE HARBOUR DRIVE EXTENSION
Professional services in accordance with contract dated September 14, 2012, as relates to Project No. HPP-8323-00(004) in Madison County, Mississippi.
Professional Services from January 01, 2013 to January 31, 2013

Phase 000001 Project Management

Professional Personnel

	Hours	Rate	Amount	
PRINCIPAL				
Hust, James	1.00	82.17	82.17	
GROUP MANAGER				
Wright, Stan	5.00	47.16	235.80	
SR PROJECT ENGINEER				
Edwards, Chadwick	11.00	38.46	423.06	
ADMINISTRATIVE I				
Hales, Ragan	.25	15.30	3.83	
CONSTRUCTION REVIEW ADMIN II				
Garner, Rhonda	6.00	20.58	123.48	
Totals	23.25		868.34	
Total Labor		**2.56 times**	**868.34**	**2,222.95**

Reimbursable Expenses

Travel Expense				
1/16/2013	Hales, Ragan	Delivered MDOT invoices to Ridgeland for	2.83	
	Total Reimbursables		**2.83**	**2.83**

Additional Fees

Payroll Additive w/FCCM only		0.55 % of 2,222.95	12.23	
	Total Additional Fees		**12.23**	**12.23**
		Total this Phase		**$2,238.01**

Phase 000002 Design Survey

Professional Personnel

	Hours	Rate	Amount
GROUP MANAGER			
Millis, James	5.75	59.04	339.48
SURVEY GROUP MANAGER			
Millis, James	6.25	59.04	369.00
ENGINEER INTERN			
Kay, Justin	48.00	26.48	1,271.04
CADD TECHNICIAN I			
Davis, Gerald	6.00	23.87	143.22
CADD TECHNICIAN III			

Turner, Ira	85.00	37.88	3,219.80	
SURVEY PARTY CHIEF				
Suber, Robin	40.00	30.87	1,234.80	
ROD MAN				
Lee, Corey	40.00	12.40	496.00	
Totals	231.00		7,073.34	
Total Labor		**2.56 times**	**7,073.34**	**18,107.75**

Additional Fees

Payroll Additive w/FCCM only	0.55 % of 18,107.75		99.59	
Total Additional Fees			**99.59**	**99.59**
		Total this Phase		**$18,207.34**

Phase 000003 Conceptual Plans

Professional Personnel

	Hours	Rate	Amount	
PRINCIPAL				
McDonald, William	2.50	57.40	143.50	
GROUP MANAGER				
Wright, Stan	12.00	47.16	565.92	
PROJECT MANAGER				
Monohan, James	.50	41.05	20.53	
SR PROJECT ENGINEER				
Edwards, Chadwick	60.00	38.46	2,307.60	
ENGINEER INTERN				
Kay, Justin	16.00	26.48	423.68	
Totals	91.00		3,461.23	
Total Labor		**2.56 times**	**3,461.23**	**8,860.75**

Reimbursable Expenses

Travel Expense			18.08	
Total Reimbursables			**18.08**	**18.08**

Additional Fees

Payroll Additive w/FCCM only	0.55 % of 8,860.75		48.73	
Total Additional Fees			**48.73**	**48.73**
		Total this Phase		**$8,927.56**

Phase 000004 Geotechnical Report

Total this Phase **0.00**

Phase 000005 Preliminary Plans

Total this Phase **0.00**

Phase 000006 Final Plans

Total this Phase **0.00**

Phase 000101 Fixed Fee

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
75% of Fixed Amount	40,123.50	12.52	5,023.46	2,395.37	2,628.09
25% of Fixed Amount	13,374.50	0.00	0.00	0.00	0.00

Project	T012094.000			Invoice	29077
Total Fee	53,498.00	5,023.46	2,395.37	2,628.09	
		Total Fee			**2,628.09**
			Total this Phase		**$2,628.09**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	32,001.00	44,384.46	76,385.46
Limit			749,016.00
Remaining			672,630.54

Total this Invoice **$32,001.00**

Outstanding Invoices

Number	**Date**	**Balance**
28910	11/30/2012	14,899.68
28984	12/31/2012	18,782.73
Total		**33,682.41**

Total Now Due **$65,683.41**

Billing Backup

Friday, February 15, 2013

Waggoner Engineering, Inc. Invoice 29077 Dated 1/31/2013 3:51:10 PM

Phase 000001 Project Management

Professional Personnel

		Hours	Rate	Amount	
PRINCIPAL					
010 - Hust, James	1/8/2013	.50	82.17	41.08	
010 - Hust, James	1/15/2013	.50	82.17	41.09	
GROUP MANAGER					
020 - Wright, Stan	1/4/2013	1.00	47.16	47.16	
020 - Wright, Stan	1/7/2013	2.00	47.16	94.32	
020 - Wright, Stan	1/8/2013	1.00	47.16	47.16	
020 - Wright, Stan	1/10/2013	1.00	47.16	47.16	
SR PROJECT ENGINEER					
040 - Edwards, Chadwick	1/7/2013	2.00	38.46	76.92	
040 - Edwards, Chadwick	1/11/2013	2.00	38.46	76.92	
040 - Edwards, Chadwick	1/14/2013	3.00	38.46	115.38	
040 - Edwards, Chadwick	1/15/2013	1.00	38.46	38.46	
040 - Edwards, Chadwick	1/21/2013	1.00	38.46	38.46	
040 - Edwards, Chadwick	1/25/2013	1.00	38.46	38.46	
040 - Edwards, Chadwick	1/29/2013	1.00	38.46	38.46	
ADMINISTRATIVE I					
170 - Hales, Ragan	1/16/2013	.25	15.30	3.83	
CONSTRUCTION REVIEW ADMIN II					
463 - Garner, Rhonda	1/9/2013	1.50	20.58	30.87	
463 - Garner, Rhonda	1/11/2013	1.50	20.58	30.87	
463 - Garner, Rhonda	1/21/2013	1.50	20.58	30.87	
463 - Garner, Rhonda	1/25/2013	1.50	20.58	30.87	
Totals		23.25		868.34	
Total Labor			**2.56 times**	**868.34**	**2,222.95**

Reimbursable Expenses

Travel Expense					
EX 0005530	1/16/2013	Hales, Ragan / Delivered MDOT invoices to Ridgeland for		2.83	
Total Reimbursables				**2.83**	**2.83**
			Total this Phase		**$2,225.78**

Phase 000002 Design Survey

Professional Personnel

		Hours	Rate	Amount
GROUP MANAGER				
020 - Millis, James	1/2/2013	1.00	59.04	59.04
020 - Millis, James	1/3/2013	1.25	59.04	73.80
020 - Millis, James	1/4/2013	.50	59.04	29.52
020 - Millis, James	1/7/2013	.50	59.04	29.52
020 - Millis, James	1/8/2013	.50	59.04	29.52
020 - Millis, James	1/9/2013	.50	59.04	29.52
020 - Millis, James	1/11/2013	.75	59.04	44.28
020 - Millis, James	1/14/2013	.50	59.04	29.52
020 - Millis, James	1/15/2013	.25	59.04	14.76
SURVEY GROUP MANAGER				
022 - Millis, James	1/16/2013	.50	59.04	29.52

Project T012094.000				Invoice 29077
022 - Millis, James	1/17/2013	.25	59.04	14.76
022 - Millis, James	1/18/2013	1.00	59.04	59.04
022 - Millis, James	1/21/2013	.75	59.04	44.28
022 - Millis, James	1/22/2013	.50	59.04	29.52
022 - Millis, James	1/23/2013	.50	59.04	29.52
022 - Millis, James	1/24/2013	.25	59.04	14.76
022 - Millis, James	1/25/2013	.50	59.04	29.52
022 - Millis, James	1/28/2013	.50	59.04	29.52
022 - Millis, James	1/29/2013	.50	59.04	29.52
022 - Millis, James	1/30/2013	.75	59.04	44.28
022 - Millis, James	1/31/2013	.25	59.04	14.76
ENGINEER INTERN				
060 - Kay, Justin	1/16/2013	4.00	26.48	105.92
060 - Kay, Justin	1/17/2013	4.00	26.48	105.92
060 - Kay, Justin	1/18/2013	4.00	26.48	105.92
060 - Kay, Justin	1/21/2013	4.00	26.48	105.92
060 - Kay, Justin	1/22/2013	4.00	26.48	105.92
060 - Kay, Justin	1/23/2013	4.00	26.48	105.92
060 - Kay, Justin	1/24/2013	4.00	26.48	105.92
060 - Kay, Justin	1/25/2013	4.00	26.48	105.92
060 - Kay, Justin	1/28/2013	4.00	26.48	105.92
060 - Kay, Justin	1/29/2013	4.00	26.48	105.92
060 - Kay, Justin	1/30/2013	4.00	26.48	105.92
060 - Kay, Justin	1/31/2013	4.00	26.48	105.92
CADD TECHNICIAN I				
080 - Davis, Gerald	1/9/2013	4.00	23.87	95.48
080 - Davis, Gerald	1/14/2013	2.00	23.87	47.74
CADD TECHNICIAN III				
088 - Turner, Ira	1/2/2013	8.00	37.88	303.04
088 - Turner, Ira	1/3/2013	2.00	37.88	75.76
088 - Turner, Ira	1/8/2013	8.00	37.88	303.04
088 - Turner, Ira	1/9/2013	5.00	37.88	189.40
088 - Turner, Ira	1/10/2013	3.00	37.88	113.64
088 - Turner, Ira	1/14/2013	3.00	37.88	113.64
088 - Turner, Ira	1/15/2013	8.00	37.88	303.04
088 - Turner, Ira	1/16/2013	4.00	37.88	151.52
088 - Turner, Ira	1/17/2013	4.00	37.88	151.52
088 - Turner, Ira	1/18/2013	4.00	37.88	151.52
088 - Turner, Ira	1/21/2013	4.00	37.88	151.52
088 - Turner, Ira	1/22/2013	4.00	37.88	151.52
088 - Turner, Ira	1/23/2013	4.00	37.88	151.52
088 - Turner, Ira	1/24/2013	4.00	37.88	151.52
088 - Turner, Ira	1/25/2013	4.00	37.88	151.52
088 - Turner, Ira	1/28/2013	4.00	37.88	151.52
088 - Turner, Ira	1/29/2013	4.00	37.88	151.52
088 - Turner, Ira	1/30/2013	4.00	37.88	151.52
088 - Turner, Ira	1/31/2013	4.00	37.88	151.52
SURVEY PARTY CHIEF				
125 - Suber, Robin	1/2/2013	8.00	30.87	246.96
125 - Suber, Robin	1/3/2013	8.00	30.87	246.96
125 - Suber, Robin	1/4/2013	8.00	30.87	246.96
125 - Suber, Robin	1/7/2013	8.00	30.87	246.96
125 - Suber, Robin	1/16/2013	8.00	30.87	246.96
ROD MAN				
155 - Lee, Corey	1/2/2013	8.00	12.40	99.20
155 - Lee, Corey	1/3/2013	8.00	12.40	99.20
155 - Lee, Corey	1/4/2013	8.00	12.40	99.20

155 - Lee, Corey		1/7/2013	8.00	12.40	99.20	
155 - Lee, Corey		1/16/2013	8.00	12.40	99.20	
	Totals		231.00		7,073.34	
	Total Labor			**2.56 times**	**7,073.34**	**18,107.75**
				Total this Phase		**$18,107.75**

Phase 000003 Conceptual Plans

Professional Personnel

		Hours	Rate	Amount	
PRINCIPAL					
010 - McDonald, William	1/15/2013	.50	57.40	28.70	
010 - McDonald, William	1/18/2013	1.00	57.40	57.40	
010 - McDonald, William	1/21/2013	.50	57.40	28.70	
010 - McDonald, William	1/24/2013	.50	57.40	28.70	
GROUP MANAGER					
020 - Wright, Stan	1/16/2013	3.00	47.16	141.48	
020 - Wright, Stan	1/17/2013	2.00	47.16	94.32	
020 - Wright, Stan	1/18/2013	1.00	47.16	47.16	
020 - Wright, Stan	1/21/2013	1.00	47.16	47.16	
020 - Wright, Stan	1/22/2013	1.00	47.16	47.16	
020 - Wright, Stan	1/23/2013	1.00	47.16	47.16	
020 - Wright, Stan	1/25/2013	2.00	47.16	94.32	
020 - Wright, Stan	1/28/2013	1.00	47.16	47.16	
PROJECT MANAGER					
030 - Monohan, James	1/24/2013	.50	41.05	20.53	
SR PROJECT ENGINEER					
040 - Edwards, Chadwick	1/7/2013	5.00	38.46	192.30	
040 - Edwards, Chadwick	1/8/2013	5.00	38.46	192.30	
040 - Edwards, Chadwick	1/9/2013	5.00	38.46	192.30	
040 - Edwards, Chadwick	1/16/2013	3.00	38.46	115.38	
040 - Edwards, Chadwick	1/18/2013	7.00	38.46	269.22	
040 - Edwards, Chadwick	1/21/2013	3.00	38.46	115.38	
040 - Edwards, Chadwick	1/22/2013	5.00	38.46	192.30	
040 - Edwards, Chadwick	1/23/2013	6.00	38.46	230.76	
040 - Edwards, Chadwick	1/24/2013	7.00	38.46	269.22	
040 - Edwards, Chadwick	1/28/2013	6.00	38.46	230.76	
040 - Edwards, Chadwick	1/29/2013	3.00	38.46	115.38	
040 - Edwards, Chadwick	1/31/2013	5.00	38.46	192.30	
ENGINEER INTERN					
060 - Kay, Justin	1/21/2013	3.00	26.48	79.44	
060 - Kay, Justin	1/23/2013	1.00	26.48	26.48	
060 - Kay, Justin	1/24/2013	3.00	26.48	79.44	
060 - Kay, Justin	1/25/2013	3.00	26.48	79.44	
060 - Kay, Justin	1/29/2013	3.00	26.48	79.44	
060 - Kay, Justin	1/30/2013	3.00	26.48	79.44	
Totals		91.00		3,461.23	
Total Labor			**2.56 times**	**3,461.23**	**8,860.75**

Reimbursable Expenses

Travel Expense

EX	0005521	1/18/2013	Edwards, Chadwick / 16.00 miles @ 0.565	9.04	
EX	0005521	1/28/2013	Edwards, Chadwick / 16.00 miles @ 0.565	9.04	
	Total Reimbursables			**18.08**	**18.08**
			Total this Phase		**$8,878.83**

Project	T012094.000	Invoice	29077
		Total this Project	**$29,212.36**
		Total this Report	**$29,212.36**

the city of RIDGELAND

public works

Memorandum

To: The Mayor and Board of Aldermen

From: Mike McCollum, Public Works Director

Date February 26, 2013

Re: Request Authorization to Renew Contracts – Highland Colony Parkway Landscape Maintenance and Roadside Maintenance

We request that the Mayor and Board of Aldermen authorize the Pubic Works Department authority to enter into a new contract for the grass cutting on Highland Colony Parkway. We recommend Smith Lawn's for two more years (2013-2014). The contracts include mowing, edging and weed eating the Parkway and certain city streets within the City limits. We are pleased with their performance and want to retain the same high quality service. The contractor has indicated that he will offer the City the same price as the last contract. We also added language to the contract that gives the new Mayor and Board of Alderman authority to cancel the contract if it so chooses.

Thank you for your consideration in this matter. Please contact me if you have any questions.

JMM/

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 - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

LANDSCAPE MAINTENANCE
LAKE HARBOUR AND NORTHPARK DRIVE INTERSECTION
CITY OF RIDGELAND, MISSISSIPPI
DEPARTMENT OF PUBLIC WORKS

GENE F. MCGEE, MAYOR

BOARD OF ALDERMEN:
Ken Heard
Chuck Gautier
Kevin Holder
Brian P. Ramsey
Scott Jones
Wesley Hamlin
D.I. Smith, Alderman At Large

Paula Terice, City Clerk

John M. McCollum
Public Works Director

February 2013

INDEX TO CONTRACT DOCUMENTS

LAKE HARBOUR AND NORTHPARK DRIVE INTERSECTION

TITLE		SECTION #	PAGE#
Index		2	
Proposal Form	00300	4	
Landscape Maintenance General Instructions	02970	19	

END OF INDEX

PROPOSAL FORM
(SUBMIT IN DUPLICATE)

DATE: 2/8/2013

PROJECT: LAKE HARBOUR AND NORTHPARK DRIVE INTERSECTION

PROPOSAL OF:
Name of
Company: U.S. LAWNS

Address: 690 Century Place

Telephone Number 601-856-8928 Fax Number 601-856-4844

In compliance with the proposal instructions relating to the above mentioned project, and having carefully examined the Proposal Documents, Specifications, Addenda thereto, and being familiar with all conditions affecting the work, including the site conditions, the undersigned proposes to furnish all labor, materials, equipment and general construction necessary to do the work called for by said documents for the amounts set forth below:

PROPOSAL:

LAKE HARBOUR AND NORTHPARK DRIVES INTERSECTION

Item No.	Item Description	Price
1	Install Soil	$ 1680.00
2	Perennial Plantings (Roses-one time only)	$ 1417.00
3	Annual Plantings (Three times per year)	5288.00
4	Shrub and ground cover care	$ 1970.00
5	Irrigation system maintenance, watering	$ 198.00
6	Fire Ant Control	$
7	Edging and Trimming	$
8	Debris Removal	$
9	Walkways and Other paved areas	$
10	Policing and cleaning	$ 1020.00
TOTAL BASE BID		$ 11,573.00

Note: Please refer to the general specifications for frequency, areas and quantities

The undersigned agrees to hold this proposal for acceptance for 60 calendar days from the date of opening proposals.

The undersigned further proposes and agrees to commence work on March 1, 2013 and continue through February 28, 2015.

Respectfully submitted,

AUTHORIZED SIGNATURE: _____

NAME AND TITLE: David B. Pursely

The following is to be completed and properly signed with proposals for the project. FAILURE TO DO SO COULD RESULT IN DISQUALIFICATION OF THE PROPOSER'S PROPOSAL.

The above signed acknowledges receipt of the following addenda issued for the above referenced project.

ADDENDUM NO. 1 - DATE:_____

ADDENDUM NO. 2 - DATE:_____

END OF SECTION

SECTION 00750

GENERAL INSTRUCTIONS

PART 1 - GENERAL

1.01 DEFINITIONS AND RESPONSIBILITIES

A. City of Ridgeland: City of Ridgeland
P. O. Box 217
Ridgeland, Mississippi 39158

B. The Department of Public Works shall be the administrator of the Contract for the City.

1.02 PROPOSAL/ CONTRACT DOCUMENTS

A. The proposal/ contract documents shall consist of these contract documents, drawings, and addenda issued prior to receipt of proposals. Enumeration of the documents (other than addenda) is as follows:

1. Contract Documents Dated October 2006:

SECTION #	TITLE
- - -	Request for Proposals
- - -	Index
00300	Proposal Form
02970	General Instructions

B. Following receipt of proposals, changes or additions to the Contract Documents may be made, provided mutual agreement is achieved between the City of Ridgeland and the Contractor in both Scope of Work and Contract Amount. This will be verified by the City of Ridgeland in writing to the Contractor.

1.03 PROPOSAL PROCESS

A. Refer questions regarding the documents to the Public Works Director (PWD). Addenda will be issued by the Public Works Director, if necessary.

B. Site Conditions:

1. By submitting a proposal, Contractor acknowledges that he has reviewed the site, including systems which will be under his care, and understands the requirements of this Contract.

2. If any unusual conditions are found to exist at the site, or discrepancies found in the drawings, they shall be called to the attention of the Public Works Director prior to submitting a proposal, and an interpretation requested. If Contractor fails to make such request, no excuse shall be entertained thereafter for failure to carry out the work in a satisfactory manner, and no additional compensation shall be allowed for such discrepancies or unusual conditions. The interpretation shall be given to all entities who have received this RFP and advised the Public Works Department of its intent to submit a proposal.

C. Proposals:

1. Submit IN DUPLICATE on the forms provided.

2. Complete information required on the proposal form. The proposal shall include the costs for elements of the work as well as the costs for fees, permits, and taxes. Proposals must be regular in every respect and NO interlineations, exclusions, or special conditions shall be made or included in the Proposal Form.

1.04 POST PROPOSAL

A. The following will be considered by the City of Ridgeland:

1. Whether a bidder

a. maintains a permanent place of business,

b. has adequate equipment to do the work properly and expeditiously,

c. has a suitable financial status,

d. has appropriate practical and technical experience, and

e. is not currently involved in litigation with the City of Ridgeland or any other governmental entity.

B. The City of Ridgeland may request financial and/or job reference information.

1. The City of Ridgeland reserves the right to reject any proposal for failure to provide such information, when requested in writing by the City of Ridgeland, or when an investigation of the available information does not satisfy the City of Ridgeland.

C. Proposals are to be guaranteed for a period of 60 calendar days. No alterations or modifications may be made to the proposals during that time, unless negotiated with and approved by the City.

D. The City of Ridgeland reserves the right to reject any and all proposals.

1.05 AWARD

A. Award will be made as soon as possible as determined by the City of Ridgeland.

B. The City of Ridgeland will issue a "Notice-to-Proceed" to the Contractor as soon as possible after award.

C. Two (2) copies of the insurance certificates required in paragraph 1.06 shall be delivered with the executed contract and required bonds.

1.06 INSURANCE AND BONDS

A. Insurance Required:

1. Workmen's Compensation: The Contractor shall be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation Law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's liability in the

amount of $100,000.00 for each person. This policy shall include an "all states" endorsement.

2. Contractor's Comprehensive Public Liability and Property Damage Insurance, covering operations in connection with the performance of this Contract in amounts not less than the following:

a. Bodily injury liability in the amount of $500,000.00 for each person and $500,000.00 for each accident.

b. Personal injury in the amount of $500,000.00 for each person and $500,000.00 for each accident.

c. Property damage liability in the amount of $100,000.00 for all damages arising out of the injury or destruction of property each occurrence and $100,000.00 annual aggregate.

3. Contractor's Contingent or Protective Liability and Property Damage: The Contractor shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of paragraph 1.06 A.2. as described herein for both Public Liability Insurance and Property Damage Insurance.

4. Automotive Public Liability and Property Damage: The Contractor shall maintain automobile public liability insurance in the amount of not less than $250,000.00 for injury to one person and $500,000.00 for one accident, and automobile property damage in the amount of $100,000.00 for each occurrence and $500,000.00 combined single unit from any and all claims arising from the use of the following, all of which may be used on and off the site of the project:

a. Contractor's own automobiles and trucks.

b. Hired automobiles and trucks.

c. Automobiles and trucks owned by subcontractors.

B. Security for Faithful Performance: Simultaneously with his delivery of the executed Contract, the Contractor shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of persons performing labor on this Contract and for

furnishing materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.

1. Copies of acceptable bond forms follow this section.

1.07 CONTRACT TIME

A. This contract will be effective from March 1, 2013 thru February 28, 2015. However, the City of Ridgeland may, at their option, renew the contract for two (2) additional years (March 1, 2015 to February 28, 2017). Increases in contract amount are limited to consumer price index.

1.08 SUBMITTALS - None required, except as noted.

1.09 PAYMENT

A. Payment shall be made by the City of Ridgeland to the Contractor in equal monthly payments upon receipt of the monthly statement from the Contractor and approval by the City of Ridgeland of the Work performed during the month, or portion of a month.

B. Submittal process:

1. No later than the 25th of each month, submit 1 copy of the following to the City of Ridgeland:

a. Invoice for the month's services.

b. Invoice for emergency or additional work performed during the month, per the City of Ridgeland's written request.

c. Complete list of tasks performed during the month.

C. City of Ridgeland will review the application and the site. Invoice will be processed for payment provided that the invoice is correct and work performed is acceptable.

1.10 EMERGENCY OR ADDITIONAL WORK/ CHANGES

A. The Scope of Work and respective Contract Sum can be changed by mutual agreement during the Contract Period.

1. Deletions to the Scope of Work and respective Contract Sum may be elected by the City of Ridgeland if:

a. Contractor fails to perform required work, or

b. City of Ridgeland and Contractor agree that a particular item/ area of work is not required.

B. Additional work is work not included within the Proposal Scope of Work, but of a landscape nature that the City of Ridgeland deems necessary.

C. Compensation shall be determined as follows:

1. City of Ridgeland will advise the Contractor of the work it wishes performed that is in addition to the Proposal Scope of Work.

2. Contractor shall prepare a quotation as delineating labor costs, quantities of material(s), profit, and overhead, and submit 2 copies to the City of Ridgeland. City will elect whether to request Contractor to perform the work.

3. The City of Ridgeland reserves the right to:

a. Further negotiate with the Contractor to achieve a proposal mutually acceptable to both parties.

b. Reject the proposal.

c. Accept the proposal in total.

1.11 GENERAL

A. Contractor is responsible for repair of damages to existing elements on the site, including plant material, created by the Contractor's operations or employees.

1. Windows, windshields, and other glass damage by the Contractor shall be paid for by the Contractor.

B. This project is located at the intersection of Northpark Drive and Lake Harbour Drive, located in the City of Ridgeland, Mississippi which is always open to the public. In addition to his employees, the Contractor is responsible for the safety of site users with regards to his work and operations, specifically the use of equipment and other areas/ items of work which may be accessible to the general public.

1.12 TERMINATION OF CONTRACT

A. By City of Ridgeland:

1. Should the Contractor fail to adequately perform or is negligent in his responsibilities for a period of fourteen days, the City of Ridgeland will notify the Contractor in writing of such negligence.
2. The City of Ridgeland may terminate the Contract seven days after the date of the Notice of Negligence letter has been issued, if it is obvious to the City of Ridgeland that the Contractor has made no attempt to correct the performance or negligence.
3. Termination date shall be effective on the end of business on the seventh day following the date of a written termination notice issued by the City of Ridgeland.

B. By Contractor: Should the Contractor elect to terminate his Contract with the City of Ridgeland, this may be done so only by prior written notification.

1. During the time from March to August, the minimum notice time must be 45 calendar days from the date of a Notice to Terminate.
2. From August to March, the minimum notice time must be 30 calendar days from the date of a Notice to Terminate.

C. Should termination be elected by either party, settlement of final fees shall be determined by the City of Ridgeland and Contractor. Previous payments provided by the City of Ridgeland shall be pro-rated based upon the time the Contractor has been employed and the proportional amount of fees for the time remaining in the Contract shall be credited to the City of Ridgeland.

1.13 PROTECTION OF PERSONS AND PROPERTY

A. The Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

1. Employees on the work site and other persons who may be affected thereby;
2. The public users of each site;
3. The work site and materials and equipment to be incorporated therein, and;
4. Other property at the site or adjacent thereto.

B. the Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the City of Ridgeland or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

PART 2 - PRODUCTS (See General Instructions)
PART 3 - EXECUTION (NOT USED)

END OF SECTION
CONTRACT

This Contract made and entered into by and between U.S. Lawns, hereinafter called Contractor, and the CITY OF RIDGELAND, MISSISSIPPI, a municipal corporation, hereinafter called City.

WITNESSETH:

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the parties hereto agree as follows:

That for LAKE HARBOUR AND NORTHPARK DRIVE INTERSECTION

Contract Documents, for the proposal including any and all subsequent Change Orders or Supplemental Agreements for the work to be done are hereby made a part of this contract by reference as if fully and completely set forth herein.

1. That the work to be done, more specifically disclosed by said specifications and other contract documents, is for LAKE HARBOUR AND NORTHPARK DRIVE INTERSECTION

2. The Contractor agrees to faithfully complete all of said work contemplated by this contract in good and workmanlike manner, strictly in accordance with said plans and specifications, and other contract documents and requirements of the City, and in accordance with the Laws of the State of Mississippi and the ordinances of the City of Ridgeland, for which the City hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds and in equal monthly amounts to the total value of the work complete in place, computed by dividing the final quantities of each item of work by the number of months therefore as stated in the proposal, attached hereto and made a part hereof, which sum shall not exceed the sum of Eleven Thousand Five hundred Seventy-three and 00/100 ($ 11,573.00), plus the amount of any supplemental agreements extra work authorized and performed. Landscaping Maintenance Services includes furnishing all materials, the doing of all work contemplated under the contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same. The Contractor will assume all risks of every kind and description in the performance of the contract.

3. The Contractor agrees and binds himself to indemnify and save harmless the City of Ridgeland, of and from any and all claims for damages growing out of the performance of this contract as a result of negligence of the Contractor.

4. Attached hereto and made a part of this contract are an Insurance Certificate, a Payment Bond and a Performance Bond, executed by a surety company doing business in the State of Mississippi in the sum of

5. The Contractor agrees to allow the City, or any of it's duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.

6. The Contractor will commence work required by the Contract Documents within ten (10) days after the date of the Notice to Proceed and will complete the work within the time specified unless the City has agreed to extend that portion of the work not completed.

7. That the Contract may be annulled by the City for just cause.

8. Subcontractors will comply with all applicable laws and regulations pertinent to this contract, the same as the contractor.

IN WITNESS WHEREOF the parties hereto have filed their signatures this the _____ day of _____, 2013.

CONTRACTOR

BY:_____

TITLE:_____

CITY OF RIDGELAND, MISSISSIPPI

BY:_____

TITLE:_____

ATTEST:

BY:_____
CITY CLERK

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That

_____
(Name of Contractor)

_____
(Address of Contractor)

A _____ hereinafter called "Principal", and
(Corporation, Partnership or Individual)

_____ hereinafter called "Surety", are held and firmly
(Name of Surety)
bound unto the CITY OF RIDGELAND, MISSISSIPPI, hereinafter called "City of Ridgeland" in the penal sum of _____
Dollars $_____

In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the CITY OF RIDGELAND, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the :

PROJECT

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials lubricants, oil gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and sees that no change, extension of time, alteration

or addition the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the CITY OF RIDGELAND and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the _____ day of _____, 20___.

ATTEST:

_____ (Principal) Secretary

_____ (Principal)

(SEAL)

By_____

_____ (Address)

_____ Witness as to Principal

_____ (Address)

_____

ATTEST
(SEAL)

_____ (Surety)

_____ Witness as to Surety

By_____ Attorney-in-Fact

_____ (Address)

_____ (Address)

_____

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____

(Name of Contractor)

_____

(Address of Contractor)

hereinafter called "Principal", and _____

hereinafter called "Surety", are held and firmly bound unto the City of Ridgeland,

Mississippi, hereinafter called "Owner" in the penal sum of _____

_____ Dollars ($)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 2011, a copy of which is hereto attached and made a part hereof for the: for NOW,

LAKE HARBOUR AND NORTHPARK DRIVES INTERSECTION

THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the Original term thereof, and any extensions thereof which may be granted by the City of Ridgeland, with or without notice to the Surety and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the CITY OF RIDGELAND from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the CITY OF RIDGELAND of all or outlay and expense which the CITY OF RIDGELAND may incur in making good and default, then this obligation shall be void; otherwise to remain in full

force and effect. PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the CITY OF RIDGELAND and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2013.

ATTEST:

_____
(Principal) Secretary

(SEAL)

(Principal)

By _____

_____
Witness as to Principal

_____
(Address)

_____

ATTEST:
(SEAL)

_____
(Surety)

By _____
Attorney-in-Fact

_____
Witness as to Surety

_____
(Address)

_____
(Address)

_____

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

LANDSCAPE MAINTENANCE

SECTION 02970

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Furnishing materials, labor, equipment and services necessary to provide Landscape Maintenance services as described herein and as delineated on the Drawings. Work shall include the following:
   1. Install Soil
   2. Annual Plantings
   3. Perennial Plantings
   4. Shrub and Groundcover Care
   5. Irrigation Systems and Maintenance, Watering
   6. Fire Ant Control
   7. Edging and Trimming
   8. Debris Removal
   9. Walkways and Other paved Areas
   10. Policing and Cleaning

B. Refer to the Drawings for the specific Scope of Work required at each location for items 1 through 5 of paragraph 'A', above.

C. Items 6 through 10 of paragraph 'A', above, shall be performed on each site as applicable.

1.02 WORK NOT INCLUDED

A. Contractor shall not be responsible for replacement/repair of plant material (exclusive of annuals) or site amenities including irrigation system components, caused by unforeseen acts such as drought, freezes, or storm damage.

B. The Contractor shall be responsible for replacement/repair of plant material/site amenity damage that is resultant from the Contractor's operations, including personnel and equipment.

1.03 REQUIREMENTS

A. Meet applicable Federal, State, and local codes, regulations and ordinances governing at the site of the project at the time(s) of execution.

B. Perform chemical operations with personnel who are Certified Commercial Pesticide Applicators under the laws and regulations of the State of Mississippi, Department of Agriculture and Commerce, Division of Plant Industry.

C. Contractor's representative (supervisor) shall be experienced in landscape maintenance, and preferably shall have an education in ornamental horticulture.

D. Gardeners/laborers shall be personally presentable when on the site.

1.04 ENVIRONMENTAL CONDITIONS

A. Conduct maintenance operations, particularly chemical-related operations, in weather conditions which provide favorable horticultural conditions and favorable temperature, moisture and soil conditions as may be required by chemical manufacturer's recommendations.

1.05 STORAGE

A. No equipment or materials may be stored on the site or within any buildings, unless approved by the owner.

PART 2 – PRODUCTS

2.01 GENERAL

A. Products are subject to approval by the Owner and shall be rejected if in their opinion the materials do not meet the requirements of the Specifications.

2.02 DELIVERY AND HANDLING

A. Should materials be delivered to the site prior to actual usage and require storage, obtain permission of the Owner for said storage and its location. If the Owner allows storage, materials shall receive suitable protection from the elements. Handle materials so as not to accidentally open containers or contaminate before time of actual mixing or usage.

2.03 PRODUCT SUBMITTALS

A. Submit in accordance with Section 00750 – General Instructions

2.04 FERTILIZERS

A. General: Commercial fertilizers shall be complete formula manufactured standard products complying with regulations and laws at the time of bidding, uniform in composition, dry and free flowing. Fertilizers shall contain not less than the percentage by weight of ingredients set out in the following table: these requirements apply to all fertilizers (except for trees) used throughout the project.

GRADE	NITROGEN	PHOSPHORUS P-2-0-5	POTASH K2

Notes:

1. An allowance of four percent (4%) variation or tolerance of the above proportions will be permitted based on relative commercial value.
2. Fertilizers noted with an asterisk (*)shall be a slow release polymer-encapsulated sulfur coated urea product as manufactured by the O.M. Scott & Sons Co., Marysville, OH., or approved equal.

Trees:

1. Commercial fertilizer shall be a complete formula, slow release, spike-type as Jobe's Fertilizer Spikes, manufactured by International Spike, Inc., Lexington, KY., or approved equal (Submittal Required).

B. Turf – Application rates: GRADE RATE PER ACRE
(There is no turf Care in this proposal)

C. Shrubs and Groundcover – Application rates: Apply 5-5-5 fertilizer at the rate of 5 pounds per 1,000 square feet.
D. Trees- Application rate(s) for each species of tree shall be as per manufacturer's recommendations.

2.05 LIME

A. Agricultural limestone containing not less than 80 percent of calcium and magnesium carbonate, meeting the following minimum gradations:
    1. 80 percent passing a #10 sieve or at least 90 percent passing a #8 mesh sieve.
    2. Pelletized material may be utilized provided that manufacturer's data and product label are submitted to and approved by the Owner.

B. Apply at the rate of one ton per acre on turf areas only.

2.06 HERBICIDES

A. Utilized for spot weeding in beds, edging and trimming shall be a systemic, weed killer such as Roundup Herbicide, by Monsanto or an approved equal. Herbicide shall be applied as per manufacturer's instructions. When used for edging or trimming, swath of spray shall not exceed 6 inches.

B. Utilized for weed control in turf, shall include pre-emerge and/or post emerge herbicide suitable for use on the specific type of turf(s) on this project. Materials and application rates shall be approved by the Owner prior to application. SUBMITTAL REQUIRED.

2.07 INSECTICIDES AND FUNGICIDES

A. Insecticides and Fungicides for turf or plant material shall not be required within the Scope of Work of the base bid, but may be required as additional work on an "as needed" basis. Upon award of Contract, Contractor shall prepare SUBMITTALS for two types of insecticides and fungicides, each which may be required on turf or plant material.

2.08 MULCH

A. Mulch for each bed shall match the existing material in the bed as of the initial date of this Contract.

    1. Baled pine straw, free of undesirable matter. Lightly compact in areas of applications to the depths required.

2.09 EQUIPMENT

A. Provide and maintain necessary maintenance equipment at no cost to the Owner.

2.10 FIRE ANT CONTROL

A. A liquid or granular chemical, U.S. Environmental Protection Agency approved, shall be utilized to treat and control fire ants. Submit product data to the Owner for review and approval.

PART 3 – EXECUTION

3.01 GENERAL

A. Maintain turf, shrubs, ground covers, (including bed areas), vines, annuals and trees in a healthy growing condition, by performing the necessary operations as listed herein. Scheduling of operations shall be as per the LANDSCAPE MAINTENANCE SCHEDULE following this Section.

B. The Contractor shall not be responsible for regularly scheduled major trash and litter pickup or major debris removal (ie: trees blown down by storm damage) however, the Contractor shall be responsible for removal of minor trash and litter or minor debris (ie: limbs with a diameter of 3" or smaller) which would interfere with maintenance operations (ie: mowing, weeding, etc.) and would cause an unsightly appearance in the opinion on the Owner. Litter and debris removal operations, as defined herein, shall only be performed at times prior to the actual performance of each specific operation.

3.02 TURF CARE (No Turf Care in this Proposal)

A. Soils analysis: Upon award of the Contract, collect and have analyzed soils samples from the turf areas, locations of which shall be approved by the Owner.

1. Number of samples shall be 3 per acre or a minimum of 2 samples if the area is less than 1 acre.
2. Samples shall be analyzed by the local Mississippi Cooperative Extension Service, costs of which shall be borne by the Contractor.
3. Submit 2 copies of the test reports to the Owner.
4. Should the Contract extend beyond a one year period, no additional soils analysis shall be required for a period of 3 years.

B. Fertilization and liming

- Per recommendation based on soil analysis.

C. Vertical Mowing/Thatch Removal
1. Required only on the basis of "as needed" and regarded as additional work to the Base Bid work.
2. When required:
    a. Perform within the turf area between April 1 and April 15.
    b. Remove the thatch layer of the turf, by mechanical means, (dethatcher).
    c. Remove resultant debris from the turf and dispose of properly.

D. Insect and Fungus Control:
1. Fire ant control shall be included in the Base Bid scope of work. Refer to paragraph 3.06.
2. Other insect and fungus control required only on the basis of "as needed" and shall be regarded as additional work.
3. Contractor is responsible for detection of problems related to insect and fungus control and immediate notification of the Owner.
4. Materials utilized shall be those pre-approved by the Owner during the submittal process.

3.03 SHRUB AND GROUNDCOVER CARE

A. Shrub Pruning and Shearing:
1. General:

a. Prune and shear shrubs 3 to 5 times per year depending on the type of plant material. Do not prune later than August 15, depending on the plants ability to "harden over" the cuts prior to winter.
b. Shall include major renovation or merely shaping of the plant material, as determined by the Owner.
    i. Review pruning of shrubs with the Owner, and receive approval, prior to execution.
    ii. Major renovation or heading back of plants shall be performed ONLY on as "as needed" basis.

c. Purpose will be to remove dead and diseased parts of the plant, remove "leggy" branches or shoots, promote vigorous compact growth, yet maintain growth within space limitations, and maintain a natural appearance.
d. DO NOT prune shrubs into balled or boxed forms unless such is required by the design.
e. Pruning and shearing shall be subject to the approval of the Owner.

2. Evergreen shrubs (both slow and fast growing types)-Prune and shear during the month of June.
    a. Major renovation or heading back of plants shall be performed during the dormant season or in early Spring.

3. Spring blooming deciduous shrubs-Prune and shear following the bloom of the particular plant.
    a. Major renovation or heading back of plants shall be performed during late Spring.
4. Deciduous summer blooming shrubs-Prune and shear during the month of February.
    a. Major renovation or heading back of plants shall be performed during the dormant season or in early Spring.

5. Additional pruning and shearing may be elected by the Owner and deemed as additional work.

B. Groundcover Pruning and Shearing
    1. Required only on the basis of "as needed' and regarded as additional work to the Base Bid work.
    2. When required:
        a. Location and time as determined by the Owner
        b. Prune or shear required ground covers (ie: Asiatic jasmine, Liriope, Mondo Grass) with a string type trimmer to a height of 3 inches.
        c. Perform between March 1 and March 15.

C. Fertilization: Apply 5-5-5 fertilizer to groundcover and shrubs 2 times per year during the periods of March 15 to March 31 and from November 1 to November 15.

D. Weeding:

1. Perform weeding of plant beds with herbicides where practical, otherwise by hand, as often as necessary to maintain order.
    a. Maintain planting beds in a weed free condition.
    b. Weed density shall not exceed 3 weeds per square foot.

2. Remove dead or terminally diseased plants promptly from beds notify the Owner.
3. Spent blooms of the display type shall be removed regularly when they become unsightly.

E. Mulching
1. Provide and apply mulch to planting beds (except those containing mature groundcovers), pit planted shrubs less than 36 inches in height (unless the plants have achieved matured full spread). And trees less than 4 inches in caliper.
    a. Bark mulch shall be replenished once per year.
    b. Pine straw mulch shall be replenished throughout the Contract at no additional cost to the Owner.

2. Before November 15
    a. Remove existing mulch from beds and/or replace with the existing type to depths of 2 inches for bark and 4 inches for pine straw, if mold or mildew is present.

3. In areas next to buildings, finished elevations of mulch shall not be less than 6 inches below the finished floor grade.
    a. In circumstances where the existing mulch elevation is less than 6 inches below finish floor grade, remove and dispose of old and deteriorated mulch prior to the installation of new mulch.

F. Insect and Fungus Control:
1. Fire ant control shall be included in the Base Bid scope of work. Refer to paragraph 3.06
2. Other insect and fungus control required only on the basis of "as needed".
3. Contractor is responsible for detection of problems related to insect and fungus control and immediate notification of the Owner.
4. Materials utilized shall be those pre-approved by the Owner during the submittal process.

3.04 Annual Plantings
A. General
1. Provide planting, care and maintenance annual plantings. The contractor will plant annual flowers three times per year.

B. Perennial Plantings- The contractor will plant roses (one time only) intermixed with annuals in a pattern agreed to by the owner.

C. Fertilization:
    i. Required on an "as needed" basis which shall be deemed as additional work.

D. Insect and Fungus Control:
    i. Required only on the basis of "as needed".
    ii. Contractor is responsible for detection of problems related to insect and fungus control and immediate notification of the Owner.
    iii. Materials utilized shall be those pre-approved by the Owner during the submittal process.

3.05 3.06 FIRE ANT CONTROL

A. Eradicate fire ants in primary shrub beds and groundcover beds.
B. Frequency-during the period of April 15-November 1:
    1. Shrub and groundcover Beds-Apply spot treatment to mounds as needed.

3.07 IRRIGATION SYSTEMS AND MAINTENANCE, WATERING

A. Areas or plants located outside of irrigation systems shall be water on an "as- needed" basis when determined by the Owner and shall be considered as additional work to the Base Bid.

3.08 EDGING AND TRIMMING

A. Where required;
    1. Around light poles, walks, paved areas including curbs, and site features.
    2. Ground Covers or vines-adjacent to the entrance sign.

B. Methods:
    3. Herbicides may be utilized around trees, signs, and light poles, in-between planting beds and turf, provided adequate protection is used where trees with sensitive bark (ie: Crape Myrtle) are being sprayed around.

B. Frequency:
    4. Turf Areas, Groundcovers and Vine beds: Required every other mowing time from April 15 to November 1 and with each mowing scheduled before and after the mowing period of April 15 to November 1. (Refer to paragraph 3.02 E.)
        a. Perform on the same day as mowing operations
        b. Chemical treatments required as necessary to present a clean, crisp appearance of the items being edged or trimmed around.

3.09 DEBRIS REMOVAL

A. Remove landscape maintenance-related debris to dumpsters on site or to an authorized dumping facility. This included:
    1. Turf Clippings
    2. Earth displaced by mowing equipment
    3. Pruning/shearing clippings
    4. Edging debris, and
    5. Debris encumbering the mowing areas

B. Clean or vacuum walks, parking areas, and other paved areas of litter from the lawn maintenance process after each mowing.
C. Debris will not be permitted to dominate a particular dumpster, nor will debris encumber the dumpster's use by the Owner.

3.10 WALKWAYS AND OTHER PAVED AREAS

A. Upon initiation of the Contract, remove and dispose of weeds, etc., growing within asphalt or concrete pavements (except designated islands with plant material or turf within parking areas) which included walks, drives, parking areas, and curb and gutter.
B. Throughout the duration of the Contract, chemically control and prevent future weed or grass growth within these areas.

3.11 POLICING AND CLEANING

A. Thoroughly clean walks immediately after each mowing or pruning operation by sweeping, use of blowers, or spraying with water.
B. Inspect grounds immediately following each mowing and clean trash and debris resultant from landscape maintenance operations.
C. Should the Owner determine that grass clippings in turf areas which have been mowed are excessive and necessitate raking, the removal and disposal of these clippings shall be considered as additional work.

the city of RIDGELAND

public works

MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Christopher Bryson, City Engineer CWB

DATE: February 27, 2013

RE: Rice Road Trailhead
Project Close-Out Documentation

The Contractor appears to have satisfied the requirements of the Contract Specifications as of February 20, 2013. Therefore, I recommend processing the Final Payment Requests and Final Change Order. I have reviewed the amounts on these documents and they are correct. The total of the Final Payment Requests to the Contractor amount to $58,429.96. The Final Change Order results in a decrease of $80.78 in the Contract Amount, and increases the Contract Time by ten (10) days.

The following project close-out submittals are attached in accordance with Section 7, of Section J, of the Contract Documents dated October 18, 2012.

- □ Change Order No. 2 and Final
- □ Contractor's Affidavit of Release of Liens
- □ Contractor's Affidavit of Payment of Debts and Claims
- □ Contractor's Guarantee of Work

We request that the Mayor and Board of Aldermen approve these Pay Requests and Change Order. Upon your approval, please have the Mayor sign and return both copies to our office for further distribution.

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

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 - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

BULLDOG
CONSTRUCTION COMPANY

Post Office Box 1936
Madison, Mississippi 39130
601/853-4242 • FAX: 601/853-4202

February 26, 2013

City of Ridgeland
P O Box 217
Ridgeland, MS 39158
Attn: Chris Bryson

Re: Rice Road Trailhead Improvements

Dear Chris,

Enclosed please find (2) two copies of Payment Application #4, #5 and #6 for the above referenced project. I have also enclosed (2) two copies of the following: Change Order #2, AIA 706&706A, Warranty Letter and Time Extension Letter. If you have any questions or need additional information, please contact us.

Sincerely,
BULLDOG CONSTRUCTION CO., INC.

Nancy Black
President

Encl.

BULLDOG
CONSTRUCTION COMPANY

Post Office Box 1936
Madison, Mississippi 39130
601/853-4242 • FAX: 601/853-4202

February 10, 2013

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

ATTN: Chris Bryson, City Engineer

RE: Rice Road Trailhead Improvements
City of Ridgeland, Madison County
ST-11-02 (394)

Dear Mr. Bryson:

We are writing this letter to request 10 days be added to our Contract Time on the above referenced project for electrical upgrades and addition of hand dryers in restrooms. Please contact me if you have any questions. Thank you in advance for your consideration in this matter.

Sincerely,
BULLDOG CONSTRUCTION CO., INC.

Eric Durham
Project Manager

CONTRACT CHANGE ORDER NO. TWO (2)

OWNER: City of Ridgeland, Mississippi

CONTRACTOR: Bulldog Construction Company, Inc.

DATE: February 25, 2013

CHANGE ORDER NUMBER: Two (2)

PROJECT NAME: Rice Road Trailhead Improvements

REASON FOR CHANGE:

The purpose of this Change Order is to adjust the Contract Quantity to reflect actual quantities used during construction. This Change Order introduces two new pay items to the Contract including "Restroom Hand Dryers and Electrical Upgrades" and "Solid Sodding". Ten (10) days of additional Contract Time is included in this Change Order to account for the time required to select, order and install the new pay items.

THE CONTRACTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED):

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL NON ELIGIBLE COST	TOTAL ELIGIBLE COST	TOTAL CONTRACT
	See Attached Sheet for Item Breakdown				
			TOTAL NON ELIGIBLE	TOTAL ELIGIBLE	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:			-	$ 170,401.00	$ 170,401.00
CURRENT CONTRACT AMOUNT:			-	$ 170,401.00	$ 170,401.00
THIS CONTRACT CHANGE:			-	-$80.78	-$80.78
REVISED CONTRACT AMOUNT:			-	$ 170,320.22	$ 170,320.22
CURRENT CONTRACT COMPLETION DATE:			-	February 10, 2013	February 10, 2013
TIME EXTENSION REQUIRED BY CHANGE:			-	10 Days	10 Days
REVISED CONTRACT COMPLETION DATE:			-	February 20, 2013	February 20, 2013

THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____ 2.27.2013
ENGINEER: Christopher W. Bryson, P.E., City of Ridgeland — DATE

ACCEPTED BY: _____
CONTRACTOR: Nancy Black, Bulldog Construction Co., Inc. — DATE

APPROVED BY: _____
OWNER: Gene F. McGee, Mayor, City of Ridgeland — DATE

CONTRACT CHANGE ORDER NO. TWO (2) & FINAL

CONTRACT FOR: Rice Road Trailhead Improvements
OWNER: The City of Ridgeland, Mississippi
TO: Bulldog Construction Co., Inc.
(Contractor)
Date: February 25, 2013

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description	Unit	Contract Unit Cost	Contract Quantity	Contract Amount	Final Quantity	Final Amount	Change Order Quantity	Change Order Amount
1	Mobilization / Demobilization	LS	$ 9,000.00	1.0	$ 9,000.00	1.0	$ 9,000.00	-	$ -
2	Clearing and Grubbing	LS	$ 2,500.00	1.0	$ 2,500.00	1.0	$ 2,500.00	-	$ -
3	Materials Testing	ALLOW	$ 1,800.00	1.0	$ 1,800.00	1.0	$ 1,800.00	-	$ -
4	Borrow Excavation (FM)	CY	$ 22.00	300.0	$ 6,600.00	162.51	$ 3,575.22	(137.49)	$ (3,024.78)
5	Concrete Sidewalk & Rack Pad	SY	$ 120.00	30.0	$ 3,600.00	30.0	$ 3,600.00	-	$ -
6	Temporary Erosion Control	LS	$ 605.00	1.0	$ 605.00	1.0	$ 605.00	-	$ -
7	15" RCP	LF	$ 43.00	172.0	$ 7,396.00	168.0	$ 7,224.00	(4.0)	$ (172.00)
8	15" FES	EA	$ 650.00	1.0	$ 650.00	1.0	$ 650.00	-	$ -
9	24" x 24" Grate / Drain Inlet	EA	$ 2,250.00	2.0	$ 4,500.00	2.0	$ 4,500.00	-	$ -
10	Seeding, Fertilizing & Mulch	LS	$ 700.00	1.0	$ 700.00	1.0	$ 700.00	-	$ -
11	Covered Pavilion	LS	$ 120,000.00	1.0	$ 120,000.00	1.0	$ 120,000.00	-	$ -
12	Restrooms	LS	$ 3,000.00	1.0	$ 3,000.00	1.0	$ 3,000.00	-	$ -
13	Sewer Connection & Service Line	LS	$ 800.00	1.0	$ 800.00	1.0	$ 800.00	-	$ -
14	Water Service Line & Connection	LS	$ 450.00	1.0	$ 450.00	1.0	$ 450.00	-	$ -
15-SA1	Restroom Hand Dryers and Electrical Upgrades	LS	$ 2,616.00	-	$ -	1.0	$ 2,616.00	1.0	$ 2,616.00
16-SA1	Solid Sodding	LS	$ 500.00	-	$ -	1.0	$ 500.00	1.0	$ 500.00
				TOTAL BASE BID	**$ 161,601.00**		**$ 161,520.22**		**$ (80.78)**
ADDITIVE ALTERNATE #1: BIKE RACK									
1	Decorative Bike Rack	EA	$ 800.00	1.0	$ 800.00	1.0	$ 800.00	-	$ -
				TOTAL ADDITIVE ALTERNATE #1	**$ 800.00**		**$ 800.00**		**$ -**
ADDITIVE ALTERNATE #2: Picnic Tables and Trash Recepticals									
1	6' Heavy Duty Picnic Tables	EA	$ 1,500.00	2.0	$ 3,000.00	2.0	$ 3,000.00	-	$ -
2	Decorative Trash Receptical	EA	$ 500.00	2.0	$ 1,000.00	2.0	$ 1,000.00	-	$ -
				TOTAL ADDITIVE ALTERNATE #2	**$ 4,000.00**		**$ 4,000.00**		**$ -**
ADDITIVE ALTERNATE #3: Landscaping									
1	Landscaping	LS	$ 4,000.00	1.0	$ 4,000.00	1.0	$ 4,000.00	-	$ -
				TOTAL ADDITIVE ALTERNATE #3	**$ 4,000.00**		**$ 4,000.00**		**$ -**
TOTAL					**$ 170,401.00**		**$ 170,320.22**		**$ (80.78)**

The Current Contract Total is:
One Hundred Seventy Thousand, Four Hundred One and 00/100s----------**Dollars** **$ 170,401.00**

The amount of the Current Contract will be (**Decreased**) (~~Increased~~) (~~Unchanged~~) by the Sum of
Eighty and 78/100s----------**Dollars** **$ (80.78)** -0.01%

The Contract Total including this and previous Change Orders will be:
One Hundred Seventy Thousand, Three Hundred Twenty and 22/100s----------**Dollars** **$ 170,320.22**

The Contract Period for Completions will be (Increased) (~~Decreased~~) (~~Unchanged~~):---------- 10 Days

This document will become a supplement to the Contract and all provisions will apply hereto.

Approved: _____ _____
(Owner) (Date)
Gene F. McGee, Mayor, City of Ridgeland

Recommended: _____ 2.27.2013
(Owner's Engineer) (Date)
Christopher W. Bryson, P.E., Waggoner Engineering, Inc.

Accepted: _____ 2/26/13
(Contractor) (Date)
Nancy Black, President, Bulldog Construction Co., Inc.

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Rice Road Trailhead Improvements
Rice Road
Ridgeland, MS

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:
Trailhead Improvements

CONTRACT DATED:
October 29, 2012

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
City of Ridgeland
P O Box 217
Ridgeland, MS 39158

STATE OF: Mississippi
COUNTY OF: Madison

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Bulldog Construction Co., Inc.
P O Box 1936
Madison, MS 39130

BY: Nancy Black

(Signature of authorized representative)

Nancy Black- President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Kathy B. Stallings

My Commission Expires: July 29, 2013

KATHY BRITT STALLINGS ID No 63571 NOTARY PUBLIC My Comm Expires July 29, 2013 MADISON COUNTY

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA Document G706 – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
[illegible] Federal Improvements
[illegible]
[illegible], MS

TO OWNER: (Name and address)
City of Ridgeland
P.O. Box 217
[illegible], MS 39157

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:
Drilled Piers

CONTRACT DATED:
October 29, 2021

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

STATE OF: Mississippi
COUNTY OF: Madison

The undersigned hereby certifies that except as stated below all persons that have furnished labor, materials or equipment and all other indebtedness connected with the Contractor's performance of the Contract dated as indicated above for the following Project have been paid or otherwise satisfied before the date of this Certificate, effective as of the date of the Application for Payment numbered 1 attached hereto, for all labor, materials and equipment furnished to the Project, all insurance premiums and taxes, and all other indebtedness connected with the Project for which the Owner or the Owner's property might be responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required by the Owner. (AIA Document G707, Consent of Surety to Final Payment.)
Indicate attachment: ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner to indemnify the Owner against liens.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)
Guild Construction Co., Inc.
P.O. Box 9[illegible]5
Jackson, MS 39[illegible]3

BY:

Signature of authorized representative)

Mary Jack Reid
Printed name and title)

Subscribed and sworn to before me this date: [illegible]

Notary Public: [illegible]

My Commission Expires: July 2, 2023

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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BULLDOG
CONSTRUCTION COMPANY

Post Office Box 1936
Madison, Mississippi 39130
601/853-4242 • FAX: 601/853-4202

Guarantee of Work

Owner **City of Ridgeland**
P O Box 217
Ridgeland, MS 39158

Project: **Rice Road Trailhead Improvements**
Rice Road
Ridgeland, MS 39158

Date: **February 20, 2013**

Bulldog Construction Co., Inc. guarantees all work performed by us on the above mentioned project to be free from defective materials and workmanship for a period of one (1) year from the date of substantial completion. (February 20, 2013). The warranty period begins on February 20, 2013 and extends through February 20, 2014.

Bulldog Construction Co., Inc.

Nancy Black

Nancy Black, President

Subscribed and sworn to before me this 26th **day of** February **, 2013**

Notary Public: Kathy B. Stallings

My Commission Expires: **July 29, 2013**

STATE OF MISSISSIPPI
KATHY BATT STALLINGS
NOTARY PUBLIC
MADISON COUNTY

BULLDOG
CONSTRUCTION COMPANY

Post Office Box 1936
Madison, Mississippi 39130
601/853-4242 • FAX: 601/853-4202

February 26, 2013

City of Ridgeland
P O Box 217
Ridgeland, MS 39158
Attn: Chris Bryson, P.E.

Re: Rice Road Trailhead Improvements
Ridgeland, MS

Dear Chris,

We are writing this letter to request the above referenced project be considered substantially complete as of February 20, 2013.

Sincerely,
BULLDOG CONSTRUCTION CO., INC.

Nancy Black
President

STATE OF MISSISSIPPI
COUNTY OF MADISON

SWORN TO AND SUBSCRIBED before me by Nancy Black, President of Bulldog Construction Co., Inc., whose signature appears above, this 26th day of February, 2013.

Kathy B. Stallings
Notary Public

My Commission expires July 29, 2013

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 105822880

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

City of Ridgeland
304 Highway 51
Ridgeland, MS 39157

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED:

PROJECT:
(Name and address)

Rice Road Trailhead Improvements

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

, SURETY,

on bond of
(Insert name and address of Contractor)

Bulldog Construction Co., Inc.
P. O. Box 1936
Madison, MS 39130

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Ridgeland
304 Highway 51
Ridgeland, MS 39157

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 21, 2013
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):
Trina Cobb

Travelers Casualty and Surety Company of America
(Surety)

(Signature of authorized representative)

Brody Eric Buckley Attorney-in-Fact
(Printed name and title)

Resident MS Agent Bottrell Insurance

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 105822880

OR

Project Description: Rice Road Trailhead Improvements

Principal: Bulldog Construction Co., Inc.

Obligee: City of Ridgeland

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Brody Eric Buckley** of the City of **Jackson** , State of **MS** , their true and lawful Attorney-In-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **10th** day of **September, 2012.**

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2016.**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of February, 2013.

Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

the city of RIDGELAND

public works

Memorandum

To: Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: February 26, 2013

Re: Ridgeland Community Garden

I am requesting to expend up to $500.00 to purchase some materials for the Community Garden out of the Street Department Budget. Waste Management provided a donation of $500.00 back in June of 2012 that was accepted by the Mayor and Board to offset the cost.

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

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 - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

the city of RIDGELAND

public works

MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Christopher Bryson, City Engineer CWB

DATE: February 27, 2013

RE: Craft Center Parking Improvements
Inter-local Agreement with Pearl River Valley Water Supply District

Attached is the Inter-Local Agreement with PRVWSD for use of approximately one (1) acre of land to build an additional parking facility for the Mississippi Craft Center and improve existing drainage ditch conditions. This proposed parking facility would be maintained by the City of Ridgeland and shared with the Craft Center and PRVWSD. Annual lease payments will be waived in exchange for construction and maintenance of the parking facility along with added police and fire protection.

We request that the Mayor and Board of Aldermen approve the Inter-local Agreement. Upon your approval, please have the Mayor sign and return copies to our office for further distribution.

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

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 - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RIDGELAND, MISSISSIPPI
AND THE PEARL RIVER VALLEY WATER SUPPLY DISTRICT

This Agreement (this "Agreement") is entered into on the dates shown at the end of this document by and between the City of Ridgeland, Mississippi ("Ridgeland") and the Pearl River Valley Water Supply District (the "District"), pursuant to the provisions of the Mississippi Interlocal Act, Sections 17-13-1 through 17-13-17 of the Mississippi Code of 1972, as amended (the "Interlocal Act").

RECITALS

The District is an agency of the state created pursuant to the Pearl River Valley Water Supply District law (Sections 51-9-101 to 51-9-163 of the Code) and is authorized to enter into agreements with cities and counties and to lease, sell or otherwise dispose of any property, pursuant to Section 51-9-121 of the Code; to provide for recreational uses and facilities pursuant to Sections 51-9-103 and 51-9-125 of the Code; and to cooperate with municipalities in the performance of its services and purposes authorized by the law, pursuant to Section 51-9-153 of the Code; and Ridgeland is a local governmental unit operating under a municipal code charter pursuant to the laws of the State of Mississippi with general powers granted municipalities pursuant to Sections 21-1 7-1 et. seq. of the Code, including the right to enter into this Agreement. The District and Ridgeland have approved this Agreement by resolution of their respective governing authorities entered in their official minutes.

Ridgeland, in consideration of the increased recreational programs and events to be conducted on District property for all citizens of the District, is requesting participation from the District in the form of a waiver of lease payments and a right to use the property described in Exhibit "A" attached hereto for an additional paved parking lot at the Craft Center on Rice

Road. The District has previously entered into a lease agreement for property adjacent to the Craft Center on Rice Road for a term of 55 years beginning July 1, 2009 and terminating on June 30, 2064, for an annual rental as found in that certain lease agreement recorded in Book 2465 at Page 827 in the office of the Chancery Clerk of Madison County, Mississippi (the "Lease"). The District and Lessee have agreed to release the property described in Exhibit "A" attached hereto and allow said property to be used as the additional paved parking for the Craft Center.

Ridgeland has entered into a contract to serve as the Local Public Agency (LPA) with the Mississippi Department of Transportation (MDOT) to construct and maintain additional paved parking adjacent to the present parking of the Craft Center on Rice Road. In addition to the construction and maintenance of the additional parking area, Ridgeland agrees to provide additional police presence and protection during the activities and special events anticipated and during activities within Ridgeland's jurisdiction approved by, sponsored by or conducted by the Craft Center, Craftman's Guild or the District, thus reducing the District's overtime costs for Reservoir patrol.

With the increased parking facilities, a full range of programs, special events and recreational activities will be available at the Craft Center for all persons throughout the City and the five County area comprising the District.

Ridgeland, in consideration of the increased opportunities and events to be conducted on District property for all citizens of the District and the obligation to build and maintain the parking area, is requesting participation from the District in the form of a waiver of future lease payments to accrue under the present lease.

The District agrees to allow Ridgeland to assume the existing lease for no exchange of monies, pursuant to the covenant to provide additional and increased recreational and police activities as provided herein.

Agreement

Now, therefore, in consideration of the mutual benefits to be obtained by the parties hereto and in furtherance of public health, safety and welfare, Ridgeland and the District agree as follows:

(1) Duration. This Agreement shall continue during the remaining unexpired term of the lease which ends June 30, 2064, subject, however, to the right of each successive Board of Aldermen of the City of Ridgeland, Mississippi, to review, affirm or reject this Agreement by resolution spread upon its minutes within 30 days after the organizational meeting of each such successive Board.

(2) Purpose. This Agreement allows Ridgeland to design, build and maintain a paved parking area at the Craft Center on Rice Road shown on Exhibit "A" hereto. The parking area will be built and maintained by Ridgeland, at no cost to the District. Ridgeland further agrees to increased police presence within its jurisdiction, all in exchange for a waiver of the remaining proportional lease fees to accrue on the lease recorded in Book 2465 at Page 827 in the office of the Chancery Clerk of Madison County, Mississippi.

(3) Ownership of Property. Ridgeland shall own the structure and improvements located at the parking area adjacent to the Craft Center on Rice Road. The District shall own the property and land on which the parking area is located. Ridgeland will maintain all structures and improvements.

(4) Administration. No new board or agency is created by this Agreement. This Agreement shall be administered through the joint effort of the General Manager of the District and the Mayor of Ridgeland.

(5) Termination. This Agreement will terminate upon the termination of the Lease on the underlying property, June 30, 2064.

(6) Amendment. This Agreement may be amended only by an agreement in writing approved by the respective governing authorities of the parties hereto.

This Agreement shall become effective upon approval and filing in compliance with Section 17-13-11 of the Mississippi Code of 1972, as amended. Approved and executed by the respective parties on the dates indicated below.

The ___ day of _____, 2013.

CITY OF RIDGELAND, MISSISSIPPI

BY: _____
Gene F. McGee, Mayor

ATTEST:

BY: _____
Paula Tierce, City Clerk

The ___ day of _____, 2013.

PEARL RIVER VALLEY WATER SUPPLY DISTRICT

BY: _____

ITS: General Manager

ATTEST:

BY: _____

ITS: _____

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, _____ and _____ who acknowledged to me that they are the Mayor and City Clerk, respectively, of the City of Ridgeland, Mississippi, and that as such they did sign, affix the corporate seal hereto, and deliver the above and foregoing instrument on the date and for the purpose therein stated in the name of, for and on behalf of the said City of Ridgeland, Mississippi, they being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this _____ day of _____, 2013.

_____
NOTARY PUBLIC
(SEAL)

MY COMMISSION EXPIRES:

_____

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, _____ and _____ who acknowledged to me that they are the General Manager and _____, respectively, of the Pearl River Valley Water Supply District, and that as such they did sign, affix the corporate seal hereto, and deliver the above and foregoing instrument on the date and for the purpose therein stated in the name of, for and on behalf of the said Pearl River Valley Water Supply District, they being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this _____ day of _____, 2013.

_____
NOTARY PUBLIC
(SEAL)

MY COMMISSION EXPIRES:

_____

EXHIBIT A

A parcel of land lying in the in the SE ¼ of the NE ¼ of Section 28, T7N, R2E, Madison County, Mississippi and being more particularly described:

Commencing at the common corner of Sections 27, 28, 33 and 34, T7N, R2E, Madison County, Mississippi and run thence N 00 degrees 00 minutes 00 seconds W – 3,045.46'; run thence S 90 degrees 00 minutes 00 seconds W – 100.87' to an iron pin on the Northerly Right of Way of Rice Road and the POINT OF BEGINNING; run thence S 46 degrees 10 minutes 43 seconds W – 370.47' along the Northerly Right of Way of Rice Road to an iron pin marking the Point of Tangency of a 14 degree 53 minute 12 second curve bearing to the right in the Westerly Right of Way of Rice Road; said curve having a Delta Angle of 43 degrees 32 minutes 11 seconds and a Radius of 384.88'; run thence along the arc of said curve in the Northerly Right of Way of Rice Road for a chord bearing and distance of S 58 degrees 13 minutes 51 seconds W – 160.73' to an iron pin; thence leaving the Northerly Right of Way of Rice Road, run N 16 degree 02 minutes 33 seconds W – 128.82' to an iron pin set on the Top of Bank of Culley Creek; run thence N 79 degrees 44 minutes 39 seconds E – 38.48' along the Top of Bank on Culley Creek to an iron pin; run thence N 70 degrees 54 minutes 32 seconds E – 51.16' along the Top of Bank on Culley Creek to an iron pin; run thence N 58 degrees 05 minutes 45 seconds E – 124.06' along the Top of Bank on Culley Creek to an iron pin; run thence N 49 degrees 40 minutes 09 seconds E – 266.27' along the Top of Bank on Culley Creek to an iron pin; run thence S 43 degrees 02 minutes 01 seconds E – 28.24' along the Top of Bank on Culley Creek to an iron pin; run thence S 47 degrees 37 minutes 08 seconds E – 34.87' along the Top of Bank on Culley Creek to an iron pin to the POINT OF BEGINNING.

Containing 1.000 acre more or less.